

# City of Fall River Massachusetts

## Office of the City Clerk

**ALISON M. BOUCHARD**  
CITY CLERK

**INÊS LEITE**  
ASSISTANT CITY CLERK

### REGULAR MEETING OF THE CITY COUNCIL

**MEETING:** Tuesday, January 8, 2019 at 7:00 p.m.  
Council Chamber, One Government Center

**PRESENT:** President Cliff Ponte, presiding;  
Councilors Shawn E. Cadime, Joseph D. Camara, Steven A. Camara,  
Pam Laliberte-Lebeau and Stephen R. Long

**ABSENT:** Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros

**IN ATTENDANCE:** Cathy Ann Viveiros, City Administrator  
Mary Sahady, Director of Financial Services

President Cliff Ponte called the meeting to order at 7:00 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

### PRIORITY MATTERS

1. Mayor requesting confirmation of appointment of Natercia Pereira to Council on Aging Councilor Steven A. Camara asked the City Clerk if Ms. Pereira served on any other board or commission. The City Clerk stated that she does not. On a motion made by Councilor Pam Laliberte-Lebeau and seconded by Councilor Stephen R. Long, it was voted 4 yeas, 2 nays to confirm the appointment, with Councilors Shawn E. Cadime and Cliff Ponte voting in the negative and Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.
2. Mayor requesting confirmation of appointment of Richard P. Souza to Library Trustees The City Clerk stated that Mr. Souza does not serve on any other board or commission. Councilor Pam Laliberte-Lebeau stated that Mr. Souza does not have any experience related to the library. On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long to confirm the appointment, it was voted 3 yeas, 3 nays, with Councilors Shawn E. Cadime, Pam Laliberte-Lebeau and Cliff Ponte voting in the negative and Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting and the motion failed to carry.
3. Mayor requesting confirmation of reappointment of Ronald L. Bernier to Sewer Commission The City Clerk stated that Mr. Bernier does not serve on any other board or commission. On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long to confirm the appointment, it was voted 5 yeas, 1 nay, with Councilor Shawn E. Cadime voting in the negative and Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.

### PRIORITY COMMUNICATIONS – None

## **COMMITTEE REPORTS**

Committee on Real Estate recommending:

Action:

4. Communication and Order – Parking Facilities controlled by RDA be transferred back to City Councilor Steven A. Camara questioned the recommendation from the Committee on Real Estate. He stated that he believed the recommendation from the Committee on Real Estate was recommending adoption of the order and not just requesting action. Councilor Shawn E. Cadime requested the City Clerk to read the order for clarification. The City Clerk read the order. President Cliff Ponte stated that someone may want to make a motion to waive the rules to have the Administration provide an overview of this matter before the City Council takes a vote. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to waive the rules to allow the City Administrator and the Director of Financial Services to answer questions, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting. Councilor Stephen R. Long explained that the order states that these properties shall be transferred from the Fall River Redevelopment Authority free from all encumbrances. He also asked if all contracts are null and void and the City Administrator stated that there is an existing lease agreement that will transfer with the garages as the city is subject to honor that lease agreement. The agreement with Business for Better Parking, Inc. is still in force and can be terminated with 90 days' notice, but that is also transferring. She then stated that the city will be accepting the properties with the existing lease agreements. Councilor Stephen R. Long then asked "What lease agreements are for each property?" The City Administrator stated that the Pearl Street Garage has a lease agreement that was negotiated with the former Travelers Building and the owner that was associated with it. Councilor Stephen R. Long asked when this lease agreement will expire. The City Administrator stated that this agreement has approximately twenty-five more years before the expiration date. The Director of Financial Services stated that this was a thirty year agreement, which was originally signed in 2015 for 150 spaces at the Pearl Street garage. Councilor Stephen R. Long then asked how many parking spaces are available. The City Administrator stated that there are 382 parking spaces at the Pearl Street garage, including the flat lot and 220 spaces at the Third Street parking garage, including the flat lot. Councilor Shawn E. Cadime asked why the Redevelopment Authority would want to turn over the parking garages to the City of Fall River. The City Administrator stated that the Redevelopment Authority realizes that there is maintenance needed to these parking garages and the City of Fall River would be better suited to perform these needed upgrades. Vice-President Pam Laliberte-Lebeau took the podium to allow President Cliff Ponte to speak. Council President Cliff Ponte asked if the Administration had considered just taking one garage. The City Administrator stated that BBP does not want to continue the operation of both garages. Council President Cliff Ponte then asked if the Redevelopment Authority will keep any money from the operating account of the parking garages. The Director of Financial Services stated that there is an account with approximately \$103,000 and those funds will be transferred to the City. Council President Cliff Ponte returned to the podium at 7:56 p.m. Councilor Stephen R. Long asked how many city employees park in the Third Street Garage and open lot. The Director of Financial Services stated approximately 40 employees. On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was voted 5 yeas, 1 nay to adopt the order, with Councilor Shawn E. Cadime voting in the negative and Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting. Approved, January 9, 2019, Mayor Jasiel F. Correia II

**ORDINANCES** – None

**RESOLUTIONS** – None

## **CITATIONS**

5. Jared Arthur Souza – Attaining the rank of Eagle Scout  
*On a motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted to adopt the citation, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

## **ORDERS – HEARINGS – None**

## **ORDERS – MISCELLANEOUS**

6. Police Chief's report on licenses:

Taxicab Drivers:

Joseph Antony Andre	Omar Awer	Martine Bernier
Melissa Carvalho	Michael Diniz	Susan Greigo
Steven Howance	David Larkin	David Marshall, Sr.
William Marshall	Richard Mello	Rui Neves
John D. Purcell	Todd J. Quintal	David Rioux
Muhammad Shabbir	Carl Shepard	Errol O. South
Stephen Stets	Cherokee Thomas	Ronald Vaillancourt
Jose Vasconcelos		

Private Livery Driver:

David Marshall, Sr.

*On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

7. Auto Repair Shop License Renewals:

Thomas Legault d/b/a Tom Legault's Auto Repair located at 745 Brayton Avenue  
Luis Pereira d/b/a L.P. Auto Repair located at 1201 Slade Street

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

*Approved, January 9, 2019, Mayor Jasiel F. Correia II*

8. City Council Meeting dates from January through December 2019

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

## **COMMUNICATIONS – INVITATIONS – PETITIONS**

9. Claims

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the claims to Corporation Counsel, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

10. Communication from Department of Environmental Protection re: Draft Waterways License Application No. W18-5361

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted that the communication be accepted and placed on file, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

11. Communication from National Grid – 2019 Yearly Operational Plan  
*On a motion made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long, it was unanimously voted that the communication be accepted and placed on file, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to take items #12 through #15 together, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

City Council Meeting Minutes:

- 12. Committee on Finance – December 4, 2018
- 13. Committee on Finance – December 18, 2018
- 14. Regular Meeting of the City Council – December 4, 2018
- 15. Regular Meeting of the City Council – December 18, 2018

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to approve items #12 through #15, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

**BULLETINS – NEWSLETTERS – NOTICES**

16. Notice of Casualty and Loss at 144 Winthrop Street

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted that the notice be accepted and placed on file, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

**ITEMS FILED AFTER THE AGENDA WAS PREPARED:**  
**CITY COUNCIL MEETING DATE: JANUARY 8, 2019**

**COMMUNICATIONS – INVITATIONS – PETITIONS**

- 11a. Open Meeting Law Complaint from Collin Dias re: response to Open Meeting Law Complaint of December 4, 2018

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted that the communication be referred to Corporation Counsel, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

**OTHER POTENTIAL MATTERS (to be acted upon if recommendation is received)**

Committee on Finance recommendation:

- 4 a. Loan Order - \$750,000 Community Preservation Act Bio Reserve Project

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was voted 6 yeas to adopt the order, with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

*Approved, January 9, 2019, Mayor Jasiel F. Correia II*

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to adjourn at 8:11 p.m., with Councilors Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros absent and not voting.*

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

A true copy. Attest:

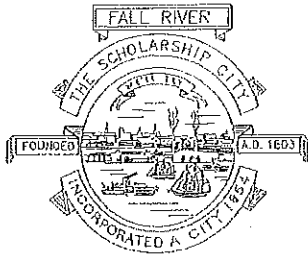
*Alison M. Bouchard*

City Clerk

In City Council, February 5, 2019

Approved





**City of Fall River Massachusetts**  
**Office of the City Clerk**

2010 JAN -8 P 4: 20

CITY CLERK  
FALL RIVER, MA

**ALISON M. BOUCHARD**  
CITY CLERK

**ORIGINAL POSTING: JANUARY 4, 2019 AT 1:53 P.M.** **INÊS LEITE**  
ASSISTANT CITY CLERK

**MEETINGS SCHEDULED**  
**CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**  
**TUESDAY, JANUARY 8, 2019**  
**REVISED AGENDA**

**6:00 P.M. COMMITTEE ON FINANCE**

1. Citizen Input
2. \*Loan Order - \$750,000 Community Preservation Act Bio Reserve Project (referred 12-18-18)
3. \*Communication from The Alliance to Save the Trail (referred 8-15-18)
4. \*Resolution re: meeting with interested parties in effort to reach means to assure that no destruction will occur to the Alfred J. Lima Quequechan River Rail Trail (tabled 7-12-18)
5. \*Resolution re: reversal and/or withdrawal of easement provided to Cloverleaf Mills, LLC (tabled 7-12-18)

**7:00 P.M. REGULAR MEETING OF THE CITY COUNCIL OR IMMEDIATELY FOLLOWING THE COMMITTEE ON FINANCE MEETING IF THAT MEETING RUNS PAST 7:00 P.M.**

**PRIORITY MATTERS**

1. \*Mayor requesting confirmation of appointment of Natercia Pereira to Council on Aging
2. \*Mayor requesting confirmation of appointment of Richard P. Souza to Library Trustees
3. \*Mayor requesting confirmation of reappointment of Ronald L. Bernier to Sewer Commission

**PRIORITY COMMUNICATIONS – None**

**COMMITTEE REPORTS**

Committee on Real Estate recommending:

Action:

4. \*Communication and Order – Parking Facilities controlled by RDA be transferred back to City

**ORDINANCES – None**

**RESOLUTIONS – None**

**CITATIONS**

5. Jared Arthur Souza – Attaining the rank of Eagle Scout

**ORDERS – HEARINGS – None**

**ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650**

**One Government Center • Fall River, MA 02722**

**TEL 508-324-2220 • FAX 508-324-2211 • EMAIL [city\\_clerks@fallriverma.org](mailto:city_clerks@fallriverma.org)**

#### ORDERS – MISCELLANEOUS

6. Police Chief's report on licenses:

Taxicab Drivers:

Joseph Antony Andre	Omar Awer	Martine Bernier
Melissa Carvalho	Michael Diniz	Susan Greigo
Steven Howance	David Larkin	David Marshall, Sr.
William Marshall	Richard Mello	Rui Neves
John D. Purcell	Todd J. Quintal	David Rioux
Muhammad Shabbir	Carl Shepard	Errol O. South
Stephen Stets	Cherokee Thomas	Ronald Vaillancourt
Jose Vasconcelos		

Private Livery Driver:

David Marshall, Sr.

7. Auto Repair Shop License Renewals:

Thomas Legault d/b/a Tom Legault's Auto Repair located at 745 Brayton Avenue  
Luis Pereira d/b/a L.P. Auto Repair located at 1201 Slade Street

8. \*City Council Meeting dates from January through December 2019

#### COMMUNICATIONS – INVITATIONS – PETITIONS

9. \*Claims

10. \*Communication from Department of Environmental Protection re: Draft Waterways License Application No. W18-5361

11. \*Communication from National Grid - 2019 Yearly Operational Plan

City Council Meeting Minutes:

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#### BULLETINS – NEWSLETTERS – NOTICES

16. Notice of Casualty and Loss at 144 Winthrop Street

  
Assistant City Clerk

#### ITEMS FILED AFTER THE AGENDA WAS PREPARED:

CITY COUNCIL MEETING DATE: JANUARY 8, 2019

#### COMMUNICATIONS – INVITATIONS – PETITIONS

\*Open Meeting Law Complaint from Collin Dias re: response to Open Meeting Law Complaint of December 4, 2018

#### OTHER POTENTIAL MATTERS (to be acted upon if recommendation is received)

Committee on Finance recommendation:

Loan Order - \$750,000 Community Preservation Act Bio Reserve Project

ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650



*After Agenda Sent by e-mail 12/31/2018 4:31pm*

**OPEN MEETING LAW COMPLAINT FORM**  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

**Your Contact Information:**

First Name: Collin Last Name: Dias

Address: 560 RAY Street

City: Fall River State: MA Zip Code: 02720

Phone Number: 7747076790 Ext. \_\_\_\_\_

Email: Collind00@aol.com

Organization or Media Affiliation (If any): \_\_\_\_\_

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

**Public Body that is the subject of this complaint:**

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Fall River City Council Committee on Finance

Specific person(s), if any, you allege committed the violation: \_\_\_\_\_

Date of alleged violation: 12/27/18

After Agenda

### Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

On 12/4/18, I submitted an Open Meeting Law Complaint to the Fall River City Council Committee on Finance in regards to a meeting held on 12/4/18.

It has been 14 business days and I have yet to receive a response to the said open meeting law complaint.

That is a violation of the Open Meeting law.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Respond to my 12/4 open meeting law complaint.

### Review, sign, and submit your complaint

#### I. Disclosure of Your Complaint.

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

**Publication to Website.** As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

#### II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

#### III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Cabin Disb

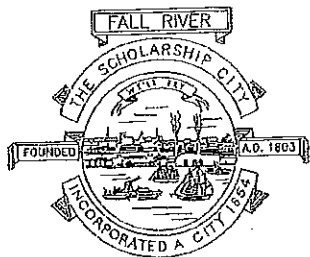
Date: 12/30/18

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:



**City of Fall River Massachusetts**  
**Office of the City Clerk**

RECEIVED

2019 JAN -4 P 1:53

**ALISON M. BOUCHARD**  
CITY CLERK

CITY CLERK  
FALL RIVER, MA

**INÊS LEITE**  
ASSISTANT CITY CLERK

**MEETINGS SCHEDULED**  
**CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**  
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3. \*Mayor requesting confirmation of reappointment of Ronald L. Bernier to Sewer Commission

**PRIORITY COMMUNICATIONS** – None

**COMMITTEE REPORTS**

Committee on Real Estate recommending:

Action:

4. \*Communication and Order – Parking Facilities controlled by RDA be transferred back to City

**ORDINANCES** – None

**RESOLUTIONS** – None

**CITATIONS**

5. Jared Arthur Souza – Attaining the rank of Eagle Scout

**ORDERS – HEARINGS** – None

**ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650**

One Government Center • Fall River, MA 02722

TEL 508-324-2220 • FAX 508-324-2211 • EMAIL [city\\_clerks@fallriverma.org](mailto:city_clerks@fallriverma.org)

## **ORDERS – MISCELLANEOUS**

### **6. Police Chief's report on licenses:**

#### **Taxicab Drivers:**

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Melissa Carvalho	Michael Diniz	Susan Greigo
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David Marshall, Sr.

### **7. Auto Repair Shop License Renewals:**

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Luis Pereira d/b/a L.P. Auto Repair located at 1201 Slade Street

### **8. \*City Council Meeting dates from January through December 2019**

## **COMMUNICATIONS – INVITATIONS – PETITIONS**

- 9. \*Claims
- 10. \*Communication from Department of Environmental Protection re: Draft Waterways License Application No. W18-5361
- 11. \*Communication from National Grid - 2019 Yearly Operational Plan

#### **City Council Meeting Minutes:**

- 12. \*Committee on Finance – December 4, 2018
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## **BULLETINS – NEWSLETTERS – NOTICES**

- 16. Notice of Casualty and Loss at 144 Winthrop Street

  
City Clerk

## **ITEMS FILED AFTER THE AGENDA WAS PREPARED:** **CITY COUNCIL MEETING DATE: JANUARY 8, 2019**

### **OTHER POTENTIAL MATTERS (to be acted upon if recommendation is received)**

#### **Committee on Finance recommendation:**

Loan Order - \$750,000 Community Preservation Act Bio Reserve Project

ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650

LOAN ORDER: COMMUNITY PRESERVATION ACT  
(Bio Reserve Project)

ORDERED: That the City appropriates the amount of Seven Hundred Fifty Thousand (\$750,000) for the purpose of purchasing land for the Bio Reserve Project including the payment of all cost incidental or related thereto. To meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44, or pursuant to any other enabling authority, and,

To meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said sum under and pursuant to M.G.L. Chapter 44 Section 7(9), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor, Any premiums received by the City upon the sale of any bonds or notes approved by this vote, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

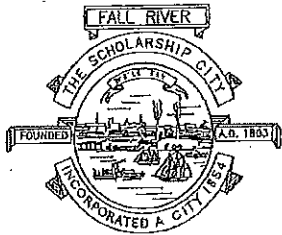
BE IT FURTHER ORDERED: That the Treasurer is authorized to file an application with the appropriate officials of the Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bond of the City to be issued pursuant to this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require.

CITY OF FALL RIVER  
IN CITY COUNCIL  
DEC 04 2018

Objected to by Cs.  
Shawn E. Cadome  
and laid on the table  
until the next meeting  
in accordance with the  
City Charter.

CITY OF FALL RIVER  
IN CITY COUNCIL

DEC 18 2018  
Authorized to be published  
and referred to the  
Committee on Finance



City of Fall River  
Massachusetts  
Office of the Mayor

FINANCE 2  
RECEIVED

2018 NOV 29 P. 2:14

CITY CLERK  
FALL RIVER, MA

JASIEL F. CORREIA II  
Mayor

November 29, 2018

The Honorable City Council  
One Government Center  
Fall River, MA 02722

Dear Councilors:

Please find enclosed the Loan Authorization to purchase 2 parcels of land that is being funded by CPC Funding:

- 861 Indian Town Road; Lot W-24-0001
- 75 Yellow Hill Road; Lots W-38-0050 and W-38-0051 (excluding the house and barn and 2-5 acres to be sub-divided).

861 Indian Town Road, Lot number W-27-0001 is within the Bioreserve and the watershed of the North Watuppa Pond. The Lot would be retained for conservation purposes adding to the Bioreserve and serving to continue future protection of our primary water supply. The lot is 16 acres and is entirely upland. The lot consists of a mature pine-oak forest. The parcel is contiguous to other protected lands. Funding is planned via the Community Preservation Plan. The proposed purchase/sale agreement and appraisal report are attached. The appraisal value was \$365,000. The agreed purchase price is \$325,000.

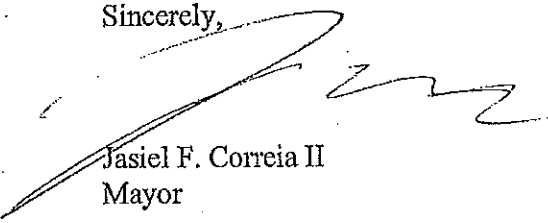
75 Yellow Hill Road, Lot numbers W-38-0050 and 51 are within the area of the Copicut Reservoir. The Lots would be retained for conservation purposes. The lot is 36 acres and consists of upland pine-oak forest, two abandoned agricultural fields and a small forested wetland. The parcel is proximal to other protected lands. The house, barn and 2-5 acres shall be sub-divided and not included in the purchase. Funding is planned via the Community Preservation Plan. The proposed purchase/sale agreement and appraisal report are attached. The appraisal value was \$425,000. The agreed purchase price is \$400,000.

# FINANCE 2

The Authorization amount is for \$750,000 for the purchase of these properties that was approved by CPC and the City Council. This is for a 10 Year bond to be paid by CPC funding with and annual payment by CPC for \$78,000 (CPC contract attached).

Please contact me or Mr. Ferland if you have any questions.

Sincerely,



Jasiel F. Correia II  
Mayor

CITY OF FALL RIVER  
IN CITY COUNCIL

DEC 04 2018

Objected to by Cs.  
Shawn E. Cadime  
and laid on the table  
until the next meeting  
in accordance with the  
City Charter.

CITY OF FALL RIVER  
IN CITY COUNCIL

DEC 18 2018

A/c + placed on file



City of Fall River  
Massachusetts  
Community Preservation Committee

**FINANCE 2**

**JASIEL F. CORREIA II**  
*Mayor*

**CITY OF FALL RIVER**

**COMMUNITY PRESERVATION ACT  
OPEN SPACE AWARD AGREEMENT**

**JAMES SOUZA**  
Chairman

**ANTONE DIAS**  
Vice-Chairman

This award agreement is made between the City of Fall River, through its Community Preservation Committee, One Government Center, Fall River acting by and through the Fall River Dept. of Community Utilities and the recipient, City of Fall River, One Government Center, Fall River, MA 02722. The purpose of this grant agreement is to implement the following award:

Grantee: **Terrance Sullivan, Director**  
**City of Fall River, Dept. of Community Utilities**

Project Description: The applicant, Mike Labossiere, City of Fall River, Dept. of Community Utilities, sought funds for:

**\$780,000.00 (\$78,000.00 per year for 10 years - 10 Year Bond)**

Land Acquisition:

- 16.00 acres Indian Town Road
- 38.50 acres Yellow Hill Road

**Located in the Bio Reserve, Fall River, MA 0272**

**Refer to Funding Application for details**

Date of City Council Approval: August 23, 2018

This award is subject to the following terms and conditions:

Award: The City of Fall River, Community Preservation Committee, agrees to award the recipient the amount of **\$780,000.00 (Seven Hundred and Eighty Thousand Dollars)**.

**\$78,000.00 per year for 10 years - 10 Year Bond) for land acquisition:**

- 16.00 acres Indian Town Road
- 38.50 acres Yellow Hill Road

Project Application: The project application which had been submitted to the Fall River Community Preservation Committee (herein after also referred to as Fall River C.P.C.) is incorporated into this document by reference.

1. Term: The term of this award is one year which begins on the date of execution of this agreement. All of the work described in this award agreement must be completed by the completion date, **October 30, 2019**, unless the Fall River Community Preservation Committee grants an extension for good cause.

# FINANCE

2

Funds not utilized on this project must be returned to the Fall River Community Preservation Fund Reserve and will be made available for future appropriation to other recipients.

2. Budget: Prior to starting any work, the recipient must submit a complete project budget that accounts for (1) the expenditure of funds awarded under this award agreement and (2) all other sources of funding, if necessary to complete the project. The recipient will not expend any award funds unless sufficient sources of funding have been secured to complete the work and the project budget has been approved by the Fall River CPC.
3. Reports: The recipient will provide a written report on the progress of the project to the Fall River CPC every three months. A final report shall be filed with the Fall River CPC within thirty days of completion of the project.

All documents, including any photographs or videos, submitted to the Fall River Community Preservation Committee shall become the property of the City of Fall River and shall be available to the public under the Massachusetts Public Records Law.

4. Deed Restrictions: Restrictions are legal documents that place limitations on the use of a property. These restrictions apply to all future owners of the property and can't easily be changed or removed by subsequent owners.

Section 12a of the Community Preservation Act requires that a permanent restriction be placed on any "real property interest" acquired using CPA funds to ensure that the property continues to be used for the applicable CPA purpose. Given this statutory requirement, a CPA project involving acquisition of any real property interest is technically not complete until the restriction is approved by the appropriate state agency and filed at the Registry of Deeds.

For Open Space Conservation and Outdoor Recreation Projects:  
Conservation Restrictions

Approved by the MA Executive Office of Energy and Environmental Affairs (EOEEA)

Every project that involves an award for Open Space Conservation and Outdoor Recreation Projects: Must be approved by the MA Executive Office of Energy and Environmental Affairs (EOEEA).

Note: It is the policy of the CPC that all projects funded through CPA require a Deed Restriction.

Recipient is required to file a Deed Restriction, provided by the CPC with the Fall River Register of Deeds, within 90 days of this signing. A request for an extension of this time may be requested for unforeseen conditions out of the control of either the grantor or of the grantee

5. Compliance with Laws and Agreement: Recipient understands and accepts that this award is made pursuant to the Community Preservation Act MGL Ch 44B and compliance with

the provisions of that statute is implicit in this agreement. The recipient also agrees to comply with all requirements of this award agreement.

6. Permits and Licenses: It is the obligation of the recipient to obtain all permits and licenses necessary for implementation of the project. No local permit or license is waived by granting of this award.

7. No Liability of City: By making this award, the City of Fall River, does not accept any liability for any acts, omissions or errors associated with this project. Recipient agrees to indemnify the City of Fall River from all claims, suits or demands resulting from implementation of this project.

The issuance of a Building Permit will require those pulling permit to be licensed/insured etc.

The recipient is responsible for confirming that all contractors are appropriately licensed and insured. Additionally, the recipient is responsible for confirming that appropriate bidding procedures are followed and that terms of employment are in compliance with the law.

8. Community Preservation Act Awareness: If applicable, the recipient agrees to allow a sign to be posted on the property during the period of this agreement until thirty days after its completion. Recipient shall also identify that the project was funded through the City of Fall River Community Preservation Act in its written materials about the project, including all press releases and brochures.

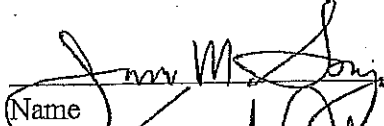
9. No Assignment: This agreement may not be assigned without the written approval of the City of Fall River.

10. Entire Agreement: The agreement constitutes the entire agreement between the parties and may be amended only in writing executed by both parties. The signatory avers that he has authority to execute this agreement on behalf of the recipient.

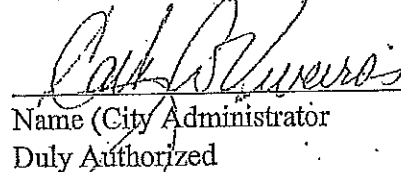
# FINANCE 2

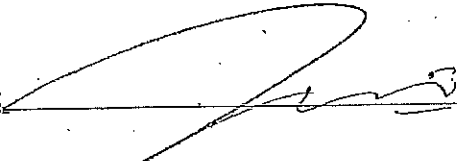
Executed on \_\_\_\_\_ 2019

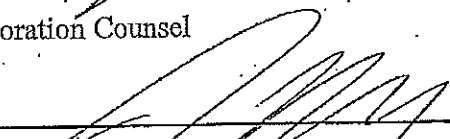
By: The City of Fall River, Community Preservation Committee acting by and through the Fall River Dept. of Community Utilities

Grantor:  10/23/18  
Name Date

Grantee:  10-15-18  
Name Date  
Duly Authorized

Grantee:  10-15-18  
Name (City Administrator Date  
Duly Authorized

Jasiel F. Correia II, Mayor:   
Date

Joseph Macy, Corporation Counsel  10/15/18  
Date

ORDERED, that the Mayor is hereby authorized to acquire the property identified as 75 Yellow Hill Road, Assessor Parcel Numbers W-38-0050 and W-38-0051 in Fall River, Massachusetts subject to any changes and final approval by the Corporation Counsel. The acquisition and ownership of said lot will provide a location for future conservation protection for the Community Utilities Department.

In City Council, September 11, 2018  
Adopted.

Approved, September 13, 2018  
Jasiel F. Correia, II, Mayor

A true copy. Attest:



City Clerk

ORDERED, that the Mayor is hereby authorized to acquire the property identified as 861 Indian Town Road, Assessor Parcel Number W-24-0001 in Fall River, Massachusetts subject to any changes and final approval by the Corporation Counsel. The acquisition and ownership of said lot will provide a location for future conservation protection for the Community Utilities Department.

In City Council, September 11, 2018  
Adopted.

Approved, September 13, 2018  
Jasiel F. Correia, II, Mayor

A true copy. Attest:

*Alison M. Bouchard*

City Clerk

# FINANCE 3

## The Alliance to Save the Trail

RECEIVED

July 18, 2018

2018 JUL 18 P 12:42

Fall River City Council  
Fall River Law Department  
1 Government Center  
Fall River, MA 02722

CITY CLERK  
FALL RIVER, MA

Dear City Officials,

Please find enclosed two letters written by our Attorneys from the Boston law firm of McGregor & Legere. Both letters have been signed off by three environmental attorneys. The law firm of McGregor & Legere has been established since 1975 and their expertise is in environmental law, real estate matters, and related litigation throughout New England and consulting for clients throughout the United States. The principal, Gregor I. McGregor, has been given the highest rating (AV) by the Martindale Hubbell legal directory.

The first letter, written in March 15, 2018, addresses Article 97 and its relationship to the Rail Trail. The second letter, written July 17, 2018, addresses the statements made by Attorney Matt Thomas at a City Council hearing held Thursday evening on July 12, 2018.

Our Attorneys have requested that we relay this message to you: If you have any questions dealing with either letter you are instructed to forward the questions to either myself or James Cusick. You are to send the questions in writing by email and we will put the questions together and forward to our Attorneys. Thank you for your attention to this most important matter.

Brian Pearson

Email: [btrekman@comcast.net](mailto:btrekman@comcast.net)

James Cusick

Email: [jwchr1@comcast.net](mailto:jwchr1@comcast.net)

CITY OF FALL RIVER  
IN CITY COUNCIL

AUG 15 2018

Ref to Comm. on  
Finance

*emailed to council on 7/18/18*



MAURA HEALEY  
ATTORNEY GENERAL

**FINANCE 3**  
THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL  
ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108-1598

(617) 727-2200  
www.ma.gov/ago

December 13, 2018

By Electronic Mail Only

Alliance to Save the Trail

Attn: Brian Pearson ([birekman@comcast.net](mailto:birekman@comcast.net))  
James Cusak ([jwehr1@comcast.net](mailto:jwehr1@comcast.net))

Re: Alfred J. Lima Quequechan River Rail Trail

Dear Mr. Pearson and Mr. Cusak, on behalf of the Alliance to Save the Trail:

Thank you for reaching out to the Attorney General's Office and raising your concerns regarding the Alfred J. Lima Quequechan River Rail Trail (AJLQRRT). In sum, the Alliance to Save the Rail Trail (Alliance) inquired about whether article 97 protections apply to the AJLQRRT and, if so, whether the City of Fall River's grant of an easement to Clover Leaf Mills, LLC (Clover Leaf), a private developer, without having obtained prior approval by a two-thirds vote of the Legislature, violates such protections. Specifically, the City granted Clover Leaf an easement (Clover Leaf Easement) that would allow construction of an access road to connect the Clover Leaf property to Brayton Avenue, with the proposed access road running along-side and then crossing over the AJLQRRT.

In response, we met with the Alliance and its counsel and then reviewed and analyzed extensive materials provided by the Alliance at and after that meeting. We also reached out to and met with the City's Corporation Counsel and former attorney to obtain additional facts and information. In addition, we consulted with the Massachusetts Executive Office of Energy and Environmental Affairs (EEA), which was involved in the development, design and funding of the AJLQRRT project. Further, we viewed the July 12, 2018 City Council meeting during which lengthy presentations by, and questioning of, the City, the Alliance and Robert Carrigg, on behalf of Clover Leaf Mills, took place. Subsequently, we received input from a City Councilor.

I am writing today to share our informal thoughts. Please note, the views set forth below do not constitute an opinion of the Attorney General. The Attorney General's statutory authority to render formal legal opinions extends only to opinion requests by state officials, district attorneys, and branches and committees of the Legislature. G.L. c. 12, §§ 3, 6, and 9. We nevertheless hope you find our informal views helpful and responsive.

As discussed below, we believe that the stakeholders within the Fall River community are well-situated to reach a resolution to this dispute that will avoid negative impacts to the AJLQRRT without intervention from our Office at this time.

\* Forwarded to all Councilors via email 12/18/18  
mailed to Councilor Pellitier - 12/18/18

In considering the available information, we noted several key factors. First, both parties to the easement, Clover Leaf and the City, have lauded the benefits of the AJLQRRRT, a project that has received international recognition for its economic revitalization and public health benefits to surrounding communities,<sup>1</sup> and have expressed a willingness to work together to resolve this local dispute.

Second, and significantly, Clover Leaf has not moved forward with steps necessary to implement the proposed development plan, such as filing a Notice of Intent with the Conservation Commission. Rather, Clover Leaf has conducted a traffic survey and retained engineers to explore alternative designs that would minimize impact and safety hazards and address some of the concerns that have been raised. Clover Leaf continues to express openness to exploring alternatives and working with the City to reach a mutually acceptable resolution to the concerns raised.

Third, there appears to be ongoing, internal debate and deliberations at the local level (among the Mayor, the City Council and the public) about how to best proceed, with various approaches still being discussed and assurances in place that prevent any imminent construction of a road or crossing. We understand that the Mayor publicly committed to not allowing a road if the public opposed it,<sup>2</sup> a position that the City's Corporation Counsel has reiterated.<sup>3</sup> We also understand that the City Council and Corporation Counsel have considered the possibility of taking legal action to nullify the easement at an appropriate time in the future.<sup>4</sup> And, importantly, on October 24, 2017, the City Council adopted an order, approved by the Mayor on November 6, 2017,<sup>5</sup> that seeks "to assure that no pre-construction or construction" be allowed through or adjacent to the AJLQRRRT and orders the issuance of a "Cease and Desist" order against any person or entity pursuing actions that would be destructive to the AJLQRRRT, or adjacent areas, relative to construction of "any road, roadway or any other construction that would compromise the quality and purpose of the AJLQRRRT."

Moreover, at least one City Councilor has discussed the possibility of situating the access road on the other (east) side of the AJLQRRRT, which would avoid the need for the access road to cross the AJLQRRRT, and has expressed to our office that no crossing of the AJLQRRRT should be

<sup>1</sup> The Urban Land Institute selected the AJLQRRRT as a Finalist for its 2018 Urban Open Space Award, which recognizes outstanding examples across the globe of successful large- and small-scale public spaces that have socially enriched and revitalized the economy of their surrounding communities. The winners are in Houston, Texas and Madrid, Spain. See <https://urbanland.uli.org/planning-design/uli-urban-open-space-award-finalist-quequechan-river-rail-trail/>

<sup>2</sup> <http://www.heraldnews.com/news/20170918/mayor-to-bike-path-road-opponents-if-you-dont-want-road--then-well-not-do-it> ("If you don't want the path to be crossed by the road, then we'll not do it").

<sup>3</sup> <http://www.heraldnews.com/news/20171127/mayor-vetos-order-to-remove-easement-along-quequechan-river-rail-trail> ("There is no change in the city's position that there won't be a road.")

<sup>4</sup> *Id.*

<sup>5</sup> Included with the official approval of the order by Mayor Jasiel F. Correia, II, is the following statement: "I have signed the within order despite the fact that it clearly exceeds the City Council's power and authority. However, it is consistent with prior representations made on behalf of the City and will be authorized as a matter of executive authority. It is consistent with prior representations made to the City by the private landowner [Clover Leaf]. It is an appropriate exercise of governmental authority."

# FINANCE 3

allowed. According to the terms of the Clover Leaf Easement, any revision to the road from the version proposed and recorded with that easement needs to be approved by the City.<sup>6</sup> At least one City Councilor has advocated for a negotiated resolution and described this dispute as a local matter for which a local resolution was most appropriate. Finally, several members of the City Council expressed the opinion that, for many years, Clover Leaf has been an outstanding corporate neighbor and good contributor to the community; and, both the City Council and Corporation Counsel have expressed a desire to reach a resolution that would avoid costly litigation.

At this time, and under all these circumstances, no negative impact to the AJLQRRRT has occurred nor is there any imminent risk of such harm occurring due to the active engagement of the parties to continue to explore various paths forward at the local level. Therefore, we believe it makes sense to encourage the parties to continue to evaluate different approaches and select the local resolution of this dispute that they see as the best solution for their own community.

In the event the parties decide to move forward with construction of a road that would cross the AJLQRRRT pursuant to the Clover Leaf Easement, we make the following further observations. First, we believe that based on the information available to us, the City's acquisition of various legal interests to allow construction and operation of the entire AJLQRRRT demonstrates a clear intent that such acquisitions were to serve public recreation purposes and other municipal purposes reasonably related to construction and operation of the AJLQRRRT. To the extent that a project to address other municipal purposes unrelated to the AJLQRRRT's recreational purposes—such as an access road to the Clover Leaf property or installation of utility infrastructure—was, or is, being contemplated or pursued by the City *as a separate project*, that fails to undermine the City's clear intent at the heart of the AJLQRRRT project, which was to promote and achieve public recreation purposes—a goal that everyone agrees has been exceptionally successful.

Second, as proposed, the Clover Leaf access road would traverse at least two easements taken by the City by eminent domain specifically for the AJLQRRRT project. One of those takings is of an easement over a portion of Clover Leaf's property that the City acquired using an EEA grant of funds from the 2008 Environmental Bond Bill (AJLQRRRT Easement).<sup>7</sup> The crossing of the AJLQRRRT would occur within this EEA-funded AJLQRRRT Easement. Aside from the extent to which the proposed crossing would create safety issues or unreasonable interference with the AJLQRRRT, which we have not examined and on which we are taking no position, the location of this proposed crossing on the EEA-funded AJLQRRRT Easement may be potentially inconsistent with article 97, in the absence of legislation.

Based on the foregoing, we believe Clover Leaf's voluntary forbearance and willingness to reach a mutually agreeable result, coupled with the City's ongoing efforts to develop and achieve an outcome that advances the City's interests with public support, leave the parties well-

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<sup>6</sup> Clover Leaf Easement, at 2.

<sup>7</sup> The other taking is over an "owner unknown" parcel that the City acquired using City funds. A third, adjacent easement, taken by eminent domain at the same time but purportedly not implicated by the Clover Leaf Easement, is over an "owner unknown" parcel that the City acquired using 2008 Environmental Bond Bill funds.

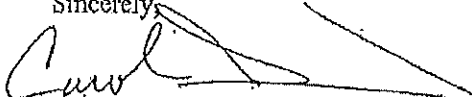
Alliance to Save the Trail  
December 13, 2018  
Page 4

FINANCE 3

situated to achieve the most cost-effective, efficient and appropriate resolution to this local dispute. While we will take no active role at this time, we may reconsider in the future if circumstances change.

If you have any questions, please feel free to reach out to me or Assistant Attorney General, Alicia Rebello-Pradas, Chief, Policy & Government Division, at 617.963.2057 or [alicia.rebello-pradas@mass.gov](mailto:alicia.rebello-pradas@mass.gov). Thank you for bringing this matter to our attention.

Sincerely,



Carol Iancu  
Assistant Attorney General  
Environmental Protection Division  
617.963.2428

cc: Nathaniel Stevens, Esq. (by email only: [nstevens@mcgregorlaw.com](mailto:nstevens@mcgregorlaw.com))  
Olympia A. Bowker, Esq. (by email only: [obowker@mcgregorlaw.com](mailto:obowker@mcgregorlaw.com))  
Joseph Macy, Esq. (by email only: [jmacy@fallriverma.org](mailto:jmacy@fallriverma.org))  
Jennifer Sulla, Esq. (by email only: [jennifer.sulla@mass.gov](mailto:jennifer.sulla@mass.gov))

# FINANCE 3

## McGREGOR & LEGERE

ATTORNEYS AT LAW, P.C.

15 COURT SQUARE - SUITE 500  
BOSTON, MASSACHUSETTS 02108  
(617) 338-6464  
PAX (617) 338-8737

March 15, 2018

Brian Pearson, Chairman  
Alliance to Save the Trail  
c/o Green Futures  
4234 North Main Street, Unit 201  
Fall River, MA 02720

RE: Article 97 Application to the Quequechan River Bike Path in Fall River, MA

Dear Mr. Pearson:

You have asked us whether the portion of the Quequechan River Rail Trail ("QRRT") in Fall River, Massachusetts between Route 24 and Brayton Avenue enjoys protection under Article 97 of the Amendments of the Massachusetts Constitution, meaning any change of use would require a bill passed by supermajority vote of the State Legislature.

You ask because the City Council purportedly granted an easement on February 21, 2017 over this portion of the QRRT for a private access road to the adjacent Clover Leaf LLC property<sup>1</sup> and that that easement has been recorded (the "private road easement"). The purported easement was approved by the Mayor on March 1, 2017, and recorded on April 13, 2017.

In this letter, we provide our initial findings regarding the applicability of Article 97 protection to this portion of the QRRT. We think you have a colorable claim that the QRRT is protected by Article 97. In our opinion the private road easement is of no effect unless and until it is approved by both the General Court and Executive Office of Energy and Environmental Affairs ("EEA").

We reviewed documents you provided related to the acquisition of property interests in the QRRT, its design, construction, and funding. These included: the Environmental Bond Bill providing \$25,000,000.00 to EEA for the construction of parks and related facilities; contracts between EEA and the City of Fall River (the "City"); assessor's maps; account ledgers for the City of Fall River; reimbursement requests between the City of Fall River and EEA; invoices of appraisals of land involved in the creation of the QRRT; orders of taking of easements for parcels of land involved in the creation of the QRRT; communications to and from Matthew J. Thomas, special counsel for the City of Fall River, and minutes and agendas of Fall River City Council meetings.

<sup>1</sup> You tell us that this private road easement was presented to the City Council as just a utility easement so the Councilors did not know it included a roadway.

The Environmental Bond Bill provided money to the EEA "for the acquisition of land or interests in land for the creation of parks under Article 97 of the Amendments to the Constitution and construction of parks and all related facilities...."<sup>2</sup>

Provided that you find the City obtained EEA funding pursuant to the Environmental Bond Bill, deposited funds in the City's account, and used that money to map and appraise parcels and purchase easements for the creation of the QRRT, we think you have a colorable claim that the land is protected by Article 97.

For example, the documents you provided include a contract between EEA and Brown, Richardson, & Rowe, Inc., and its sub-consultant, Fay, Spofford, and Thorndike, to provide the City of Fall River with "design, [and] engineering...to advance the conversion of about 8000 feet of former rail line along with Quequechan River into a multi-use trail for bikes and pedestrians."

Those documents also included a February 28, 2018 letter from Brown, Richardson, and Rowe confirming that "in the State fiscal years between FY 2012 and FY 2016, Brown Richardson + Rowe, Inc., and our sub-consultants invoiced and were paid a total sum of \$2,273,977.28 by the Commonwealth of Massachusetts' Executive Office of Energy and Environmental Affairs for planning, design, engineering, and permitting services related to the Quequechan River Rail Trail, Phases II, III, and IV...in the City of Fall River, Massachusetts."

The documents you provided also include a contract between EEA and the City of Fall River for state Environmental Bond Bill funds for appraisal and land acquisition costs for the QRRT. The documents you produced indicate that EEA provided funds to the City of Fall River between August 5, 2013 and November 10, 2014, in the amount of over \$150,000 for land acquisition expenses for the QRRT as shown on the plans produced by Fay, Spofford, and Thorndike.

On June 10, 2014, the Fall River City Council approved five orders of taking of easements for Phase III of the QRRT for the purposes of creating "an alternative transportation facility for pedestrian and bicycle purposes within a linear park...." ("Orders of Taking"). All Orders of Taking for these easements were shown on the plans prepared by Fay, Spofford, and Thorndike dated June 5, 2014.

Three of these Orders of Taking, parcels E-4, E-5, and E-6, were for land located between Route 24 and Brayton Avenue. Only two of the five parcels were marked "owner unknown"—parcels E-5 and E-6. The Orders of Takings for these two parcels were each approved for \$20,000.00. The approved Orders of Taking also included parcel E-4, owned by Cloverleaf Mills, for \$52,000.00.

You spoke with the Fall River City Auditor who accessed ledgers of the City of Fall River showing withdrawals from an EEA account and from a Parks Department account and testified to their accuracy. You tell us she confirmed that EEA funds were used for the appraisals and takings of this portion, Phase III, of the QRRT.

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<sup>2</sup> Chapter 312 of the Acts of 2008.

The Auditor's ledgers for an account titled "EEA" show two withdrawals on August 21, 2014: one for "owner unknown taking" for \$20,000.00, and one for an "eminent domain taking" issued to Cloverleaf Mills in the amount of \$52,000.00. These withdrawals correlate in name and amount for two of the Orders of Taking the Fall River City Council approved on June 10, 2014, for the purposes of creating "an alternative transportation facility for pedestrian and bicycle purposes within a linear park...."

The Parks Department account shows one withdrawal on August 21, 2014 for \$20,000.00 for "Owner unknown taking," which also correlates in name and amount with an Order of Taking the Fall River City Council approved on June 10, 2014, for the purposes of creating "an alternative transportation facility for pedestrian and bicycle purposes within a linear park...."

Based on the foregoing, it appears that the funds spent on the Orders of Taking, design, and appraisals of property subject to the private road easement were from the Environmental Bond Bill and carry the protection of Article 97.

We believe the above facts establish that the QRRT is dedicated to parkland protected by Article 97. The test under the court cases is, in order for an Article 97 vote requirement to apply, land and easements must have been taken or acquired (or later dedicated) for Article 97 purposes.

Provided that the private road easement purportedly granted to Cloverleaf Mills contemplates using any part of parcels E-4, E-5, and E-6, we also believe that private road easement constitutes a transfer under Article 97, and contemplates a use other than for Article 97 purposes.

The easement is essentially a permanent transfer for a portion of the QRRT, a privatization of the parkland because it is a roadway for private—not public—use. And a private access road is a change of use.


It follows that in our opinion the private road easement needs to be reviewed and approved in compliance with the Environmental Office of Executive Affairs' February 19, 1998 Article 97 Disposition Policy, approved by the Commonwealth in the form of an Article 97 Bill passed by a two-thirds, roll call vote of both houses of the Legislature, then signed by the Governor.

In our opinion, if the City sought to properly release easements from Article 97 protection and transfer it to Clover Leaf, LLC for a private use, it would not even get to first base, as EEA approval is unlikely given violation of the EEA grant conditions and lack of replacement real estate of equal or better environmental or recreational value. On top of that problem, bill passage is unpredictable given the disapproval of a large, strong, and vocal opposition.

Very truly yours,



Gregor I. McGregor



Nathaniel Stevens



Olympia Bowker

# McGREGOR & LEGERE

ATTORNEYS AT LAW, P.C.

15 COURT SQUARE - SUITE 500  
BOSTON, MASSACHUSETTS 02108  
(617) 338-6464  
FAX (617) 338-0737

# FINANCE 3

July 17, 2018

Brian Pearson, Chairman  
Alliance to Save the Trail  
c/o Green Futures  
4234 North Main Street, Unit 201  
Fall River, MA 02720

**RE: Reactions to Statements Made at City Council Meeting, July 12, 2018**

Dear Mr. Pearson:

You have reported to us statements and actions taken at the July 12, 2018 City of Fall River City Council Meeting, and asked for our opinion.

You report that Cloverleaf Mills, LLC ("Cloverleaf") presented the City Council with an excerpt from the August 15, 2014 Deed of Easement between the Massachusetts Department of Transportation ("Mass DOT") and the City of Fall River for the purpose of illustrating ownership of Parcel E-4.

You also report certain statements Attorney Thomas made at this City Council meeting. You report that Attorney Thomas said that Cloverleaf "owns the dirt" of parcel E-4, and that gives Cloverleaf a right to build a driveway over the linear park and the Quequechan River Rail Trail ("QRRT"). You also report that Attorney Thomas asserted that the course of the trail itself is a Public Way.

Based on the above, you asked us whether Cloverleaf "owns the dirt under" parcel E-4, and whether that gives Cloverleaf the right to build an access driveway over the existing linear park and QRRT. You also asked whether the taking of E-4 was in fee.

In our opinion, the answers to your questions are as follows: the taking of E-4 was not in fee—it was for an easement to use the property for specific purposes; while Cloverleaf still owns the dirt or "fee" of E-4, its uses are limited by the easement; lastly, we found no evidence that the QRRT is a "public way".

*August 15, 2014 Deed of Easement*

The August 15, 2014 Deed of Easement between the Mass DOT and the City of Fall River was for land Mass DOT owned in fee. The easement acknowledges an "assent area," which the easement describes as an area not being owed by the state. We do not dispute this.

Although Mass DOT did not own the "assent area" in fee, they still had a right to run a railroad over that land. Thus, Mass DOT assented to the QRRT running over the space where a railroad could go. Any focus on this easement to determine the rights and ownership of E-4 appears to be misguided. The ownership and control of E-4 is not described in the August 15, 2014 Deed of Basement between Mass DOT and Fall River.

*Order of Taking for Parcel E-4*

The Order of Taking for Parcel E-4, approved by City Council on June 20, 2014<sup>1</sup>, does speak to control and use of that parcel. The City unilaterally took that land for the specific use of a linear park and rail trail. The City did not reserve any rights of use for Cloverleaf in the taking instrument. As the City used its sovereign power to take an easement for a public purpose, it is our opinion that Cloverleaf's building, maintenance, and operation of a driveway over E-4 would interfere with the very specific and clear easement rights taken by the City.

The Order of Taking for E-4 is for "an easement to pass, repass, develop, maintain and operate an alternative transportation facility for pedestrian and bicycle purposes..." That the taking was only for an easement does not mean Cloverleaf has the right to do construction and use a private roadway on the land. Thus, the Order of Taking for the easement over E-4 limits what uses can occur on that property—even though the dirt is still owned by Cloverleaf.


*QRRT Is Not a "Public Way"*

To address Attorney Thomas's assertion of the trail being a public way: while we are not clear of the context when this statement was made, on first glance, we do not agree that the QRRT as described in the Orders of Taking is for a "public way."

"Public Way" is a term of art, and can be established in one of three ways: 1) laid out and accepted as prescribed by G.L. c. 82; 2) by prescription, or, 3) prior to 1846 the way was unequivocally dedicated by the owner to public use. Further, creation of a public way has much larger implications—public ways create frontage for zoning purposes, allow public access for other vehicles (such as cars, trucks, etc.), and create maintenance obligations for the town.

We have not seen any evidence that the trail meets any of these criteria, and no evidence that the City of Fall river intended to create a public way where the QRRT runs.

Very truly yours,

  
Gregory K. McGregor  
Nathaniel Stevens  
Olympia Bowker

<sup>1</sup> Recorded at Book 00031, page 79 in the Bristol County Registry of Deeds.

WHEREAS, The Alfred J. Lima/Quequechan River Rail Trail (AJL/QRRT) is a valuable asset to Fall River and when dedicated by the City of Fall River all who participated unanimously appreciated what it offers to bicyclists, pedestrians, skaters, parents with strollers and all who visit and

WHEREAS, an easement was granted through an order submitted by the Mayor with all City Councilors and most citizens not realizing the impact of this easement could result in a road cutting through the AJL/QRRT and

WHEREAS, it is agreed that any road, in addition to the roads already constructed, which would cut through the completed AJL/QRRT would be detrimental to the original intent of this "river trail" and

WHEREAS, officials of the City of Fall River signed a contract with the Commonwealth of Massachusetts that states: "Any interest in land acquired are to be permanently preserved as public park under Article 97 of the MA Constitution either via a Chapter 184 type restriction approved by the Secretary of Energy and Environmental Affairs or the transfer of the property to the care and custody of the Parks and Recreation Dept. with an appropriate deed notation recorded at the Registry of Deeds." and

WHEREAS, documented evidence exists that due to funding sources from the Gateway Cities Parks Program through the Environmental Bond Bill for the purpose of "the creation and restoration of parks and recreational facilities in underserved urban neighborhoods" and Fall River City Ordinances for the Fall River Park Board specify that these types of facilities come under the Park Board, now, therefore,

BE IT RESOLVED, that the City Council Committee on Finance convene to give all parties the opportunity to be heard on this issue and

BE IT FURTHER RESOLVED, that the following be invited to this Committee on Finance meeting: advocates for the AJL/QRRT, the Mayor, Corporation Counsel, the Director of Code Enforcement, the Director of Parks, the Planning Director and the Chair of the Conservation Commission and any others interested in this issue to reach a means to assure that no destruction will be done to the AJL/QRRT and its immediate environment.

Tabled 7-12-18

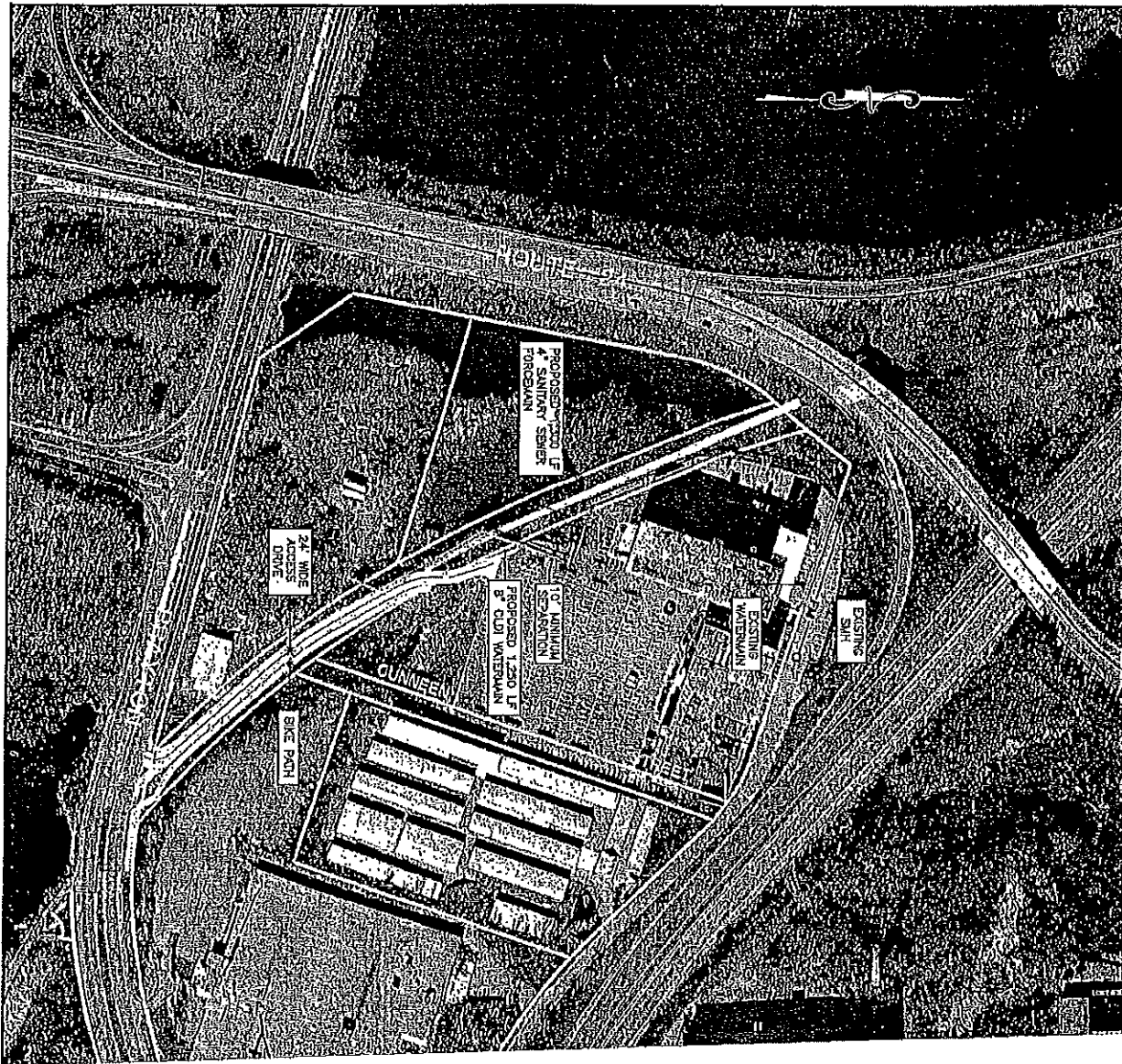
In City Council, June 26, 2018  
Adopted, 7 yeas

A true copy. Attest:

*Alison M. Bouchard*

City Clerk

# FINANCE 4



(Councilor Steven A. Camara)  
(Councilor Pam Laliberte-Lebeau)

WHEREAS, citizens of Fall River and other advocates in support of maintaining the character and integrity of the Alfred J. Lima/Quequechan River Rail Trail (AJL/QRRT) have formed under the name, "The Alliance to Save the Trail" and

WHEREAS, "The Alliance to Save the Trail" members and advocates have called on the City of Fall River Mayor, City Councilors and Corporation Counselor to take the necessary steps to reverse the "easement" granted through a City of Fall River "Order" to Cloverleaf Mills, LLC and,

WHEREAS, the Mayor has stated on several occasions that if the citizens of Fall River and other advocates in support of maintaining the character and integrity of the AJL/QRRT do not want a road crossing the AJL/QRRT then a road will not cross the AJL/QRRT and

WHEREAS, the Fall River City Council through an "Order" it unanimously adopted on October 24, 2017 and which then, was approved by Mayor Jasiel F. Correia II on November 6, 2017 and through a separate "Resolution" it unanimously adopted on October 24, 2017, established its solidarity and agreement with those citizens and advocates of maintaining the character and integrity of the AJL/QRRT now, therefore,

BE IT RESOLVED, that the Fall River City Council urges the Mayor and the City Corporation Counselor to take all necessary steps to reverse and/or rescind the "easement" provided to Cloverleaf Mills, LLC and

BE IT FURTHER RESOLVED, that the Committee on Finance convene with the Mayor and/or his designee, Corporation Counsel and representatives of Cloverleaf Mills, LLC to seek a legitimate and righteous end to this travesty and ill-conceived plan to allow a road to cross the AJL/QRRT, destroying its character and integrity and the valuable resource it has become to the people who access it as a safe, serene and environmentally valuable City of Fall River resource.

In City Council, June 26, 2018  
Adopted, 7 yeas

A true copy. Attest:

*Alison M. Bouchard*  
City Clerk

Tabled 7-12-18

# FINANCE 5



## City of Fall River Massachusetts Office of the City Clerk

ALISON M. BOUCHARD  
CITY CLERK

INÈS LEITE  
ASSISTANT CITY CLERK

Documents presented by Robert Carrigg during City Council Committee on  
Finance discussion held on July 12, 2018.

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# FINANCE 5

CLOVER LEAF MILLS, LLC  
275 Martine Street, Suite #110  
Fall River, MA 02723  
(508) 677-9234

December 3, 2013  
Via Fax Transmission [(617) 626-1181] & Regular Mail

Mr. Kurt Gaertner  
Director of Sustainable Development  
Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs  
100 Cambridge Street, 9<sup>th</sup> Floor  
Boston, MA 02114

Re: Quequechan River Rail Trail, Phase 3 (the "Project")  
Your Project File #606717  
Driveway Alternative from Clover Leaf Mills to Brayton Avenue

Dear Mr. Gaertner:

Thank you for meeting with my consultants and myself in Fall River City Hall recently to discuss the above-captioned Project. Thank you as well for your commitment, despite the overriding time and financial constraints which you outlined, to consider the matters which we presented and to thereafter approach MA DOT with a request for modification of the existing bike path plan on our behalf. In retrospect and for whatever reason, it is truly unfortunate that contact was not made regarding this Project and input sought from abutters and affected parties like myself until this late point in the design, permitting and approval process.

Immediately following our departure from City Hall, my consultants

# FINANCE 5

and I reviewed the meeting and its discussions. We concluded that unfortunately, despite the reconsideration pledge which you had made on Clover Leaf 's behalf, your efforts to persuade MA DOT to incorporate our driveway into currently existing plans would probably be in vain, for reasons which both you and John Hendrickson enumerated at our meeting. Consequently, and prior to your meeting with MA DOT representatives at Division 5, we'd like to advance the following "fallback proposal", for review and consideration by all applicable parties.

We'd respectfully ask that an attempt be made to secure MA DOT permission to allow us to access and utilize that portion of the former railroad ROW controlled by DOT at some future point in time to design, permit and construct a driveway to service our Clover Leaf Complex. In addition to an agreement granting such approval and consent, we'd also ask that DOT provide the following:

- 1) approval of a design acceptable to DOT, which my engineers Boucher & Heureux would generate at my sole cost and expense, for our driveway's crossing of the bike trail at the point heretofore identified by Fay Spofford on its concept plan; and
- 2) an upgrade of the signalization at the proposed Brayton Avenue curb cut from a pedestrian signal to a full scale traffic light, with necessary modifications to the geometry of the proposed driveway entrance to better accommodate vehicles both entering and exiting the site. The cost of this upgrade and these modifications would be borne by MA DOT, but assuming permission were to be given and the requested modifications made, Clover Leaf would grant the required easement over its property to the City of Fall River without compensation, and would additionally provide the City with access to and use of its upland property abutting the future trail which we identified at our meeting, for the City's use as a resting area for trail users.

# FINANCE 5

In our opinion this "fallback proposal", if accepted, would result in a "win-win" situation for all involved:

- 1) design and permitting of our driveway would be done at our sole cost & expense, at some future point in time. No "segmentation" issues or concerns re: excess wetlands impact would be involved;
- 2) no delay whatsoever would be caused in the timetable for your Quequechan River Rail Trail Project;
- 3) the City would not have to proceed against Clover Leaf via eminent domain, but would instead acquire the requisite easement as well as use of the above-referenced additional parcel of land at no cost whatsoever;
- 4) Route 24 access to Fall River, currently an eyesore and a public disgrace, would be beautified and improved;
- 5) when the Glickman property is developed, Clover Leaf would grant easements for water and sewer as a component of the creation of its future driveway, thereby making the Glickman site more viable to developers;
- 6) a serious public safety problem now confronting our Complex would be solved by providing Fire Department access, now impossible, to the rear of Clover Leaf Mills in the event of a fire or other emergency; and
- 7) as a result of the improved and upgraded access which our future driveway would provide, both Clover Leaf Mills and the Glickman site will be far more attractive to potential tenants looking to relocate their businesses, thus resulting in additional jobs for the City of Fall River.

# FINANCE 5

For all the reasons set forth above and as previously stated, we respectfully submit that this "fallback proposal" is 100% viable and is in the best interests of all parties involved. We therefore request that you present it, rather than the prior plan involving additional permitting and a complete redesign of your Project's Phase 3, to MA DOT at your earliest convenience.

Thank you in advance for the attention and thoughtful consideration which we trust you and others will give to our "fallback proposal".

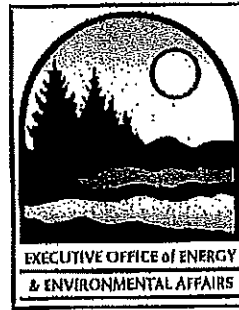
Sincerely,  
Clover Leaf Mills, LLC  
by: Group One Management, Inc.  
Its Manager

by: 

Robert Carrigg  
hereunto duly authorized

RC/rkm

cc: John K. Hendrickson, P.E.  
Matthew J. Thomas, Esq.  
State Senator Michael J. Rodrigues  
Mayor William A. Flanagan



December 12, 2013

Mr. Robert Carrigg, Manager  
Group One Management  
275 Martine Street, Suite 110  
Fall River, MA 02723

FINANCE **5**

Dear Mr. Carrigg:

This correspondence is written in response to your letter dated December 3, 2013, regarding driveway access to Brayton Avenue from the Clover Leaf Mills Property (hereinafter "Property"). Collectively, the City of Fall River, the Executive Office of Energy and Environmental Affairs ("EEA") and MassDOT are responsible for the Quequechan Trail Project, which involves construction of approximately 1.4 miles of trail along the alignment of the former Watuppa Secondary rail line. Funding for design of the trail and purchase of the necessary property interests is provided by EEA, with money for construction of the trail coming from both EEA and MassDOT. The completed trail will be a tremendous asset to the City as a whole, and an enhancement to abutting properties as well.

The real estate and legal questions surrounding property ownership where railroads are concerned are quite complex; therefore, EEA provided a grant to the City of Fall River to complete the required legal research, negotiate with property owners, and acquire the necessary property interests. The City has, with EEA's approval, hired outside legal counsel, namely, Matthew J. Thomas, Esq. to handle discussions with you and other property owners. The goal has been, with Attorney Thomas' facilitation, to realize equitable agreements with property owners who will be impacted by the construction of the trail.

The objective of working with property owners to make arrangements that suit the interests of both parties applies, whenever possible, to project design as well. Thus, Fay, Spofford and Thorndike, Inc., the City of Fall River, and EEA have evaluated, and consulted MassDOT in regard to, three different alternatives to providing the access you seek. First, prior to our meeting on November 22, 2013, we looked at providing access along the right of way ("ROW") to the Property. A memo describing the unfeasibility of this alternative was provided at said meeting. Next, we also evaluated the alternative you suggested at our meeting, which routes the trail outside of the ROW on a boardwalk. A memo from the project engineers addresses this alternative and is attached hereto. In sum, it concurs with the points you raise in your recent letter — that timing and cost foreclose this as a viable alternative. Finally, over the last week, we have been evaluating the deferred construction approach outlined in your recent correspondence.

Having reviewed your proposal, we regret to inform you that we are unable to meet your request for future access to the ROW for construction of a driveway. Foremost, it is simply not required for project purposes, nor is it made necessary by the loss of existing access. Next, signalization of the intersection (approximating \$100,000) is cost prohibitive. Even if cost was not a factor, the required design amendments are unlikely to be approved now or in the future.

In order for a traffic signal to be installed on a publicly accepted roadway, the signal must meet one of eight federally required signal warrants. It is unlikely that a traffic signal at this location would meet any of these warrants. Further, MassDOT cannot expend State or Federal funds for the purpose of signalizing a private driveway. Finally, a fully signalized intersection, if warrants are met, would require coordination with the traffic lights at the Route 24 interchange ramps and raise other access and design concerns.

In addition, easements and fee acquisitions for the Quequechan Trail project are being acquired with funding from the Commonwealth's 2008 Environmental Bond Bill. Property interests purchased for open space and recreational use from this source must be permanently conserved for that purpose under the terms of Article 97 of the Massachusetts Constitution. This means that future driveway construction would require an Article 97 disposition following EEA's Disposition Policy, which EEA actively discourages.

There are also natural resource impacts to consider. Whether permitted now or later, a revised design routing the trail to the north onto private property would require the construction of boardwalk trail in a wetland area and would have other detrimental impacts on wetland resources. Our current design keeping the trail inside the ROW has far lower wetland impacts than the alternative proposed by you.

Finally, the proposed driveway impacts the intent of the project. Simply put, adding a road crossing, even with a relatively low traffic volume diminishes the experience of the user. In sum, for the reasons outlined above, we decline to adopt your proposal.

Please be advised, however that we still hope to reach an agreement providing for the voluntary sale of an easement to construct the trail within the railroad ROW that also makes water and sewer service accessible to the Glicksman parcel. There is also the potential for an additional fee or easement purchase that could enhance the trail experience for tenants of Clover Leaf Mills and the public that Attorney Thomas will discuss with you in the near future. The intent of such an acquisition would be to incorporate a seating area and other amenities on the opposite side of the ROW across from Clover Leaf Mills, as discussed.

Sincerely,



Kurt Gaertner, Director of Sustainable Development  
MA Executive Office of Energy & Environmental Affairs



William A. Flanagan, Mayor  
City of Fall River

Enclosure

CC:

Brian Chapman, MassDOT  
Pamela Haznar, MassDOT  
Chalita Bellfield, MassDOT  
Senator Michael J. Rodrigues  
Christy DiOrio, Esq. City of Fall River  
Elizabeth Dennehy, City of Fall River  
Matthew J. Thomas, Esq.  
Sean Navin, EEA  
Maeve Valley Bartlett, EEA  
Margaret Callanan, Esq. EEA



**FAY, SPOFFORD & THORNDIKE, LLC**  
ENGINEERS • PLANNERS • SCIENTISTS  
5 Burlington Woods, Burlington, Massachusetts

## MEMORANDUM

**TO:** Kurt Gaertner  
MA Executive Office of Energy and Environmental Affairs

**CC:** Nina Brown, BRR  
Imogene Hatch, BRR

**FROM:** John K. Hendrickson, P.E., FST  
Aleece E. D'Onofrio, P.E., FST

**DATE:** December 3, 2013

**SUBJECT:** Quequechan River Rail Trail – Phase 3  
Fall River, Massachusetts  
Project File No. 606717  
Analysis of Driveway Alternative from Clover Leaf Mills Property to Brayton Avenue

Following a meeting held on November 22, 2013 and at the request of the Clover Leaf Mills property owner (c/o Group One Management, 275 Maritime St. #110, Fall River, MA 02723), FST evaluated the feasibility of a second alternative to construct a driveway from the rear of this property south to Brayton Avenue along the former railroad right-of-way (ROW). The Clover Leaf Mills property is located adjacent to the project corridor and extends from approximately 650 feet north of Brayton Avenue north to the Route 24 off-ramp to I-195.

Currently, the proposed trail is aligned down the middle of the former railroad ROW. A bicycle/pedestrian bridge is proposed in this section to cross an existing wetland system. As the trail approaches Brayton Avenue, the alignment shifts to the west side of the ROW to avoid potential wetland impacts. On the approach to Brayton Avenue, a steep ledge outcrop precludes the alignment from shifting further to the east. The trail design includes a driveway apron at Brayton Avenue for a potential future driveway to the adjacent property (Ruth Glicksman, 1262 Brayton Avenue).

As shown on the attached graphic, a second conceptual driveway layout was developed along the ROW based on feedback collected from the November 22<sup>nd</sup> meeting.

Based on this conceptual alignment, the following impacts are anticipated:

### Wetland Impacts

- Potentially 5,000 square feet of wetlands will be permanently impacted to accommodate the construction of a driveway and trail within the ROW (combining these impacts with the future Phase 4 segment).
- A suitable on-site or off-site wetland compensation area would need to be identified.

# FINANCE 5

- Over 5,000 square feet of impacts will require:
  - o Variance from the MA Wetlands Protection Act (WPA) assuming the project is not considered a Limited Project.
  - o ENF and Mandatory EIR filing under MBPA due to the Variance
  - o Individual Water Quality Certification from MA DEP
  - o Category 2 General Permit from the US Army Corps of Engineers
- Under 5,000 square feet of impacts will require:
  - o Amendments to all previously filed permits.
- The permit filings would need to demonstrate the overriding public interest/benefit of the driveway and that there are no other reasonable alternatives.

## Trail and Driveway Alignment

- The trail alignment would extend to the east outside the railroad ROW onto the Quaker Brayton Acquisition LLC property (1450 Brayton Avenue), resulting in an additional ROW acquisition.
  - o Just under 400 feet of this trail alignment would be constructed as a boardwalk, resulting in an additional review of the structural design by MassDOT.
- The driveway alignment would be proposed within the railroad ROW
  - o Along the south side of the trail, an unpaved access drive is currently proposed adjacent to the trail connecting the Glicksman property to Brayton Avenue.
  - o This proposed access drive and curb cut at Brayton Avenue could be shared by both properties although in order to access the 'Clover Leaf' property, the driveway would still need to cross the trail, which is not ideal and considered hazardous to trail users.
  - o As part of the redevelopment of the Glicksman property and/or a new driveway connection to the Clover Leaf Mills property, a traffic study should be conducted. The study should estimate the traffic volume on the proposed driveway and provide an analysis of the operations at the intersection of the driveway with Brayton Avenue.
- This new concept results in additional construction costs to the project.
  - o The preliminary construction cost of the major items: boardwalk, driveway, guardrail and excess fill for sideslope support is approximately \$550,000. With MassDOT contingencies, construction engineering, and traffic police, the total cost would be approximately \$750,000.

In summary, we have determined that adding a driveway adjacent to the trail to access the Clover Leaf Mills property is not feasible. The re-design would result in potentially over 5,000 square feet of wetland impacts which would either require permit amendments or obtaining a Variance and EIR, both of which are time and labor intensive activities that are well beyond what is needed for the trail project. The successful outcome of the required permitting effort is questionable, and would be contingent upon favorable input from all of the involved state and federal regulatory agencies. In addition, the driveway volume is estimated at approximately 400+ vehicles per day, which presents safety concerns for trail users associated with the driveway/trail crossing.

\* The Phase 3 project advertisement is currently scheduled for March 15, 2014. The additional construction cost will not be able to be allocated in time for this advertisement. Also the additional permitting, design, and review efforts could result in a delay of the advertisement.

END OF MEMO

# FINANCE 5

PROPOSED TRAIL  
REALIGNMENT  
(BOARDWALK SHOWN IN ORANGE)

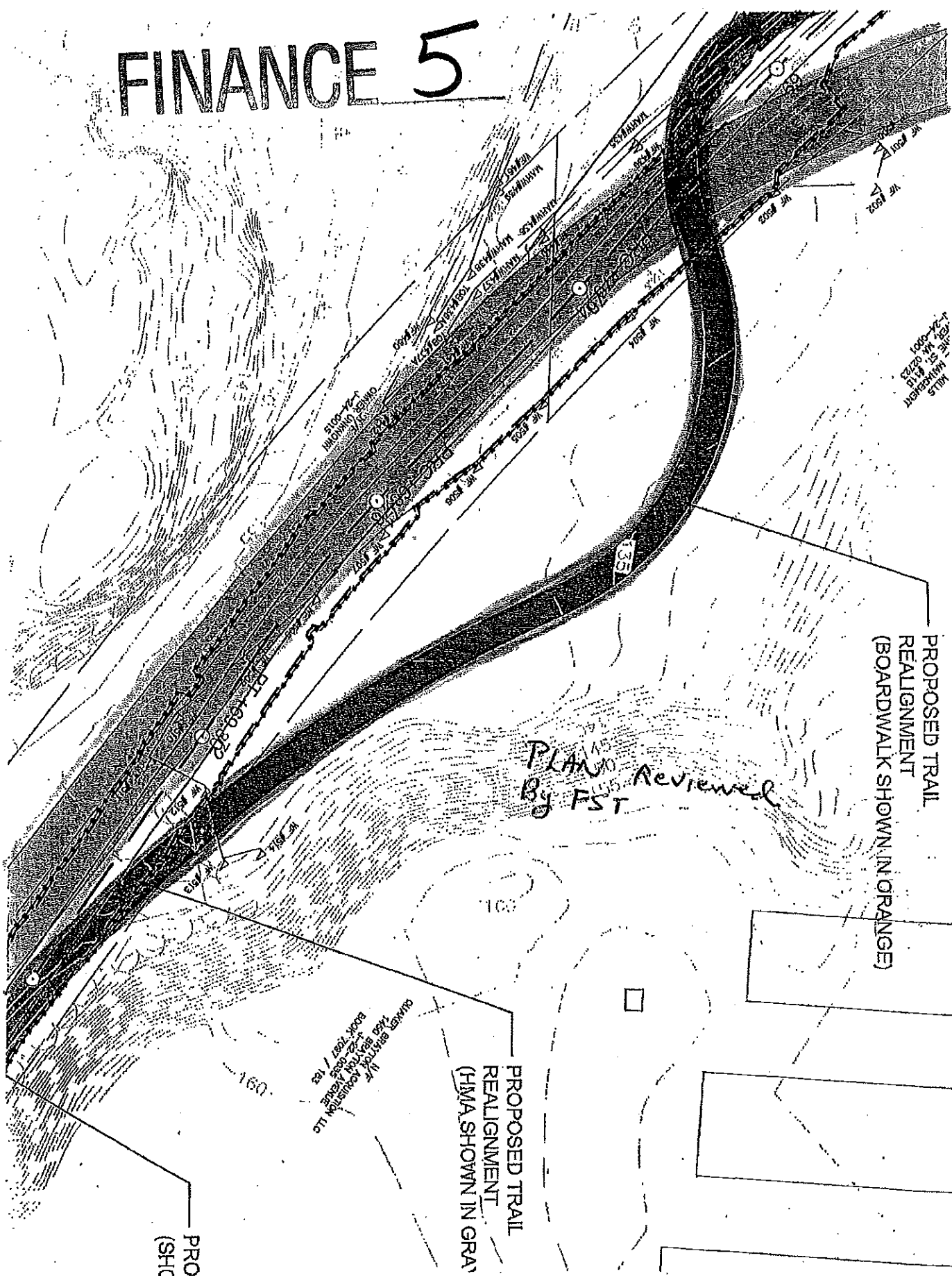
PLAN 10  
By FST Reviewed

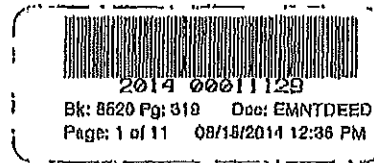
PROPOSED TRAIL  
REALIGNMENT  
(HMA SHOWN IN GRAY)

QUARRY, SOUTHWEST  
1/4 Sec. 20, T14N, R10E, S12E  
Book 1002 / 102

PRO  
(SHC)

HILLS  
1/4 Sec. 20, T14N, R10E, S12E  
Book 1002 / 102



DEED OF EASEMENT

THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, a body politic and corporate created pursuant to, and acting under the authority of, Chapter 6C of the Massachusetts General Laws, as amended, having a principal place of business at Ten Park Plaza, Boston, Massachusetts 02116 ("Grantor") ("MassDOT"), hereby, grants to the CITY OF FALL RIVER, a municipal corporation having a principal place of business at One Government Center, Fall River, Massachusetts 02722 ("Grantee") (the "City"), its successors and assigns, for good and valuable consideration, the covenants and agreements by the named Grantee herein to Grantor, and other good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, a permanent and non-exclusive right and easement to access, construct, use, occupy, control, improve and maintain a certain alternative transportation corridor as a multi-use path to be known as the "Quequechan Rail Trail", to be constructed upon certain portions of the Watuppa Secondary Track in the City of Fall River, Massachusetts, hereinafter referred to as the "Quequechan Rail Trail Property" or the "Easement Area", as shown on a plan entitled "Easement Area & Assent Area, Quequechan River Rail Trail Property", and attached hereto as Exhibit "A". For Grantor's title and/or easement to use the portions of the Watuppa Secondary Track in which it is hereby granting an Easement to the Grantee or in which it is Assenting to the Grantee's use see deed of Consolidated Rail Corp. dated June 9, 1982 and recorded with the Bristol County (Fall River District) in Book 1395, Page 23. This grant of easement is subject to Grantee's continuing obligation to keep the Easement Area in good and

MASS DOT  
10 PARK PLAZA  
Boston, MA 02116  
RM # 6160

Property -  
Quequechan Rail Trail, Fall River, MA

safe repair, and to make such improvements in and to the Easement Area and related facilities to the extent the same may impact the integrity or safety and proper use of the Quequechan Rail Trail.

THE GRANTOR AND THE GRANTEE, on behalf of themselves and their respective successors and assigns, hereby covenant and agree with each other that this Deed of Easement is made and accepted on the following terms and conditions:

1. The Grantee, by acceptance of this Deed of Easement and as partial consideration thereof, on behalf of itself, its successors and assigns, hereby, accepts the Easement Area "as is", "where is", and "with all defects" and acknowledges that Grantor makes no representation or warranty as to the merchantability, fitness or suitability of the Easement Area for any particular use or purpose.

2. The Grantor conveys, and the Grantee accepts, the grant of said non-exclusive permanent easement on and over the Quequechan Rail Trail Property, for the purpose of constructing, maintaining and operating the recreational Quequechan Rail Trail for the use and enjoyment of the general public. The parties agree that the Quequechan Rail Trail Property shall be deemed a linear park, and as such will be subject to and protected by the provisions of Article 97 of the Constitution of the Commonwealth of Massachusetts. The parties also agree that the Quequechan Rail Trail shall be deemed a public way, and as such shall be subject to reversion to the care, custody and control of the Grantor if (i) the Quequechan Rail Trail ceases to be used as a multi-use path by the Grantee, or (ii) if it is required by the Grantor for future railroad use or another transportation purpose other than the Quequechan Rail Trail referred to herein, provided the Grantor gives the Grantee written notice at least one (1) year prior to such intended future use or purpose. In either event, the care, custody and control of the Quequechan Rail Trail shall

FINANCE

5

revert to the MassDOT or its statutory successor with the filing of a written notice of such reversion in the Bristol County Fall River District Registry of Deeds. In either event, the Quequechan Rail Trail Property shall remain subject to and protected by the provisions of said Article 97.

3. The parties acknowledge that the responsibility for the operation and maintenance of the Quequechan Rail Trail and the Quequechan Rail Trail Property shall rest with the City upon the delivery of the Deed of Easement and upon the City's receipt of a certificate of completion of construction of the Quequechan Rail Trail.

4. The Grantor shall retain subsurface rights in the Easement Area to the extent that such rights are not inconsistent with the rights of the Grantee, and neither party shall unduly interfere with the exercise of the rights of the other. The Grantor is, however, the only party that may sell, lease or otherwise transfer its rights relating to fiber optic cables or wire or any other mode dedicated to the transfer of information for commercial gain. The Grantor shall not grant pipeline, electric, telecommunication or utility leases, licenses easements or other agreements that longitudinally would have to occupy the Grantee's Easement Area to any other person or entity without first obtaining the written consent of the Grantee.

5. This grant is made subject to and with the benefit of rights, restrictions and easements of record, if any, insofar as these are now in force and applicable and subject to any state of facts which a personal inspection or accurate survey would disclose. This grant is further subject to all existing leases, licenses, and agreements relating to the Quequechan Rail Trail Property and other matters referred to herein. Grantor reserves the right to collect revenues and rents from any existing leases, licenses and agreements with respect to the Quequechan Rail Trail Property.

6. The Grantor is under no obligation to make repairs, renovations or alterations within the Easement Area.

7. The covenants and agreements contained herein and the rights, benefits and obligations created hereunder shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8. The Grantor hereby expressly acknowledges that it does not own the fee interest to a portion of the Quequechan Rail Trail Property shown as "Assent Area" on Exhibit "A", which is attached hereto and incorporated herein, having acquired only those interests which the Consolidated Rail Corporation had previously owned and thereby could convey. The Grantor hereby further expressly acknowledges that the Grantee has acquired certain easement rights from the owners of the fee interest in those areas of the Quequechan Rail Trail Property in which the Grantor did not have a fee interest. By execution of this grant of Easement, the Grantor hereby acknowledges that the easements acquired by the Grantee from the owners of the underlying fee interests in the portion of the Quequechan Rail Trail Property shown as "Assent Area" on said Exhibit "A" do not adversely affect the Grantor's easement for rail purposes over the same parcels and further the Grantor hereby expressly grants its assent to said use of said easements by the Grantee. By its acceptance of this Deed of Easement, the Grantee waives any right to claim that the railroad easement held by the Grantor has been extinguished, and agrees that such easement shall continue in existence subject to the terms of this Deed of Easement. The Grantee further agrees that all work and operations performed by the Grantee pursuant to this Easement shall at all times be performed in accordance with all applicable federal, state and local laws, statutes, ordinances and regulations (collectively "Applicable Laws").

9. The parties expressly recognize and acknowledge that the Quequechan Rail Trail Property was used for many years as an active industrial railroad line and that the property adjoining the Quequechan Rail Trail Property may have been used for purposes related to the adjoining industrial railroad line. The Grantor recognizes that the Grantee is entering upon the Quequechan Rail Trail Property for purposes related to the development and maintenance of a multi-use path over the Quequechan Rail Trail Property and the Grantor further recognizes that in doing so, the Grantee intends to enter the Quequechan Rail Trail Property as a bona fide Prospective Purchaser, having caused to be completed to the All Appropriate Inquiry Standard all environmental examinations necessary to be so deemed under applicable provisions of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), and under other applicable laws of the United States of America, and that, therefore, the Grantee will not be responsible for any liability or damages arising from contamination of the Quequechan Rail Trail Property associated with its prior use as an industrial rail line. The Grantee nonetheless recognizes that as an easement holder it may be eligible to apply for federal grants to remediate any environmental contamination that may exist on the Quequechan Rail Trail Property as a result of its prior use as an industrial railroad line. The Grantee also recognizes that it is in the best interests of the residents of the City of Fall River that any environmental contamination so found be remediated if possible and prudent. Therefore, the Grantee expressly agrees that if any environmental contamination is found on the Quequechan Rail Trail Property, that the Grantee shall take all commercially reasonable steps to apply for applicable federal grants and to cause any such federal grant funds received to be used to fund actions to remediate said contamination. The Grantor expressly agrees to fully cooperate with the City in the submission of applications for, advocacy for, and implementation of work pursuant to

such federal grant(s). This provision shall remain in full force and effect through all stages of development of a multi-use path on the Quequechan Rail Trail Property and so long as a multi-use path is maintained on said Quequechan Rail Trail Property.

10. Without limiting any of the Grantee's obligations under this or any other section of the Deed of Easement, the Grantee agrees that after the date of the recording of such Deed, it shall not cause or permit any hazardous materials to be used, generated, stored or disposed on, under or about, or transported to or from the Easement Area, except in accordance with Applicable Laws. For the purposes of this Easement, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances", "hazardous waste", "hazardous materials", or "oil" in any federal or state statute concerning hazardous materials now or hereafter enacted, including all regulations adopted or publications promulgated thereunder.

11. To the extent permitted by law, Grantee shall protect and save harmless the Grantor from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever, including, without limitation, those related to oil and hazardous materials brought upon or caused to be brought upon the Easement area by the Grantee, that may be imposed upon or incurred by or asserted against the Grantor by the Grantee or any third party, which occur or arise as a result of the use or occupation of the Easement Area by the Grantee or its successors or assigns, all as further set forth herein.

12. The Grantee, in designing, constructing, operating, and maintaining the Quequechan Rail Trail, agrees to follow the Massachusetts Department of Environmental Protection's *Best Management Practices for Controlling Exposure to Soil during the*

# FINANCE 5

*Development of Rail Trails* and to take all prudent measures to eliminate or minimize potential exposures.

13. The Grantee accepts complete liability to the extent permitted by law for the acts, omissions and negligence of the Grantee and its officers, agents contractors, employees and invitees while present upon the Quequechan Rail Trail Property or while exercising the Grantee's rights hereunder. The Grantee shall indemnify to the extent permitted by law the Massachusetts Department of Transportation and the Commonwealth of Massachusetts and its employees and agents and save them harmless from and against any and all injury, loss, claim, action, damage, or liability arising out of any act, failure to act, or negligence of the Grantee, its officers, agents, contractors, employees or invitees. This indemnity and hold harmless shall include indemnity against all costs, expenses and liabilities, in connection with such injury, loss or damage or any such claim, or any proceeding brought thereon or in defense thereof. Notwithstanding the foregoing provision, the Grantor shall be liable for all injury, loss, claim, action, damage, or liability arising out of any act, failure to act, or negligence of the Grantor, its officers, agents, contractors, employees or invitees relative to the construction of Phase III of the Quequechan Rail Trail.

14. The parties hereto acknowledge that they are self-insured. All issues regarding insurance and liability shall be governed by the provisions of Chapter 258 of the General Laws, as amended, and all other applicable laws of the Commonwealth of Massachusetts.

15. For Grantor's title, reference is made to a Release Deed from the Consolidated Rail Corporation to the Commonwealth of Massachusetts, acting by and through its Executive Office of Transportation and Construction (EOTC), dated June 9, 1982, and duly recorded with the Bristol County (Fall River) Registry of Deeds in Book 1395, Page 23. The Grantor is the

FINANCE 5

statutory successor to said EOTC by operation of Chapter 6C of the General Laws, as amended. This instrument is executed, delivered and accepted upon the understanding and agreement that should a claim adverse to Grantor's title herein be asserted and/or proved, no recourse shall be had against the Grantor.

16. All notices and other communications required or permitted to be given under this Deed of Easement shall, unless otherwise expressly permitted hereunder, be in writing, signed by a duly authorized representative of the party giving notice and shall be deemed delivered when given (a) upon hand delivery, (b) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (c) three (3) business days after being deposited in the United States mail, certified, return receipt requested, postage prepaid; and addressed as follows:

IF to MassDOT: Massachusetts Department of Transportation  
10 Park Plaza  
Boston, MA 02116  
ATTN: Deputy Rail Administrator  
ATTN: Director of Rail Programs

with a copy to: Massachusetts Department of Transportation  
10 Park Plaza  
Boston, MA 02116  
ATTN: General Counsel

and if to the City: City of Fall River  
City Planner  
One Government Center  
Fall River, MA 02722

with a copy to: City of Fall River  
Office of the Corporation Counsel  
One Government Center  
Fall River, MA 02722


Either Party may change its respective address by giving written notice to the

# FINANCE 5

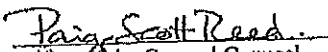
other in accordance with the provisions hereof.

IN WITNESS WHEREOF, the Department of Transportation, acting through Richard A. Davey, its duly appointed and authorized Secretary and Chief Executive Officer, and the City of Fall River, acting through its duly elected and authorized Mayor, William A. Flanagan, have caused these presents to be signed, sealed, acknowledged and delivered in their respective names and behalves by on this 30th day of July, 2014.

MASSACHUSETTS DEPARTMENT OF  
TRANSPORTATION

  
By:  
Richard A. Davey  
Secretary and Chief Executive Officer

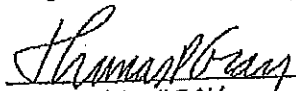
Approved as to form:

  
Office of the General Counsel

COMMONWEALTH OF MASSACHUSETTS


Suffolk, ss.

On this 30th day of July, 2014, before me, the undersigned notary public, personally appeared Richard A. Davey, the Secretary and Chief Executive Officer of the Massachusetts Department of Transportation, and such person acknowledged to me that he signed this document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☒ personal knowledge of the undersigned.

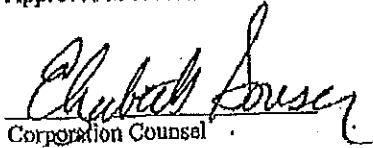
  
THOMAS P. GRAY  
Notary Public  
My Commission expires: February 28, 2015

IN RE: DEED OF EASEMENT  
QUEQUECHAN RIVER RAIL TRAIL

CITY OF FALL RIVER

  
By:  
William A. Flanagan,  
Mayor

Approved as to form and manner:

  
Corporation Counsel

## COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 30th day of July, 2014, before me, the undersigned notary public, personally appeared William A. Flanagan, the Mayor of Fall River, and such person acknowledged to me that he signed this document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, or [X] personal knowledge of the undersigned.

  
Notary Public

My Commission expires:

July 16, 2015

10


 PAULO V. RAPOSO  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
July 16, 2015

EXHIBIT A - EASEMENT AREA AND ASSENT AREA  
 QUEQUECHAN RIVER RAIL TRAIL PROPERTY  
 SHEET 1 OF 2  
 SCALE 1" = 100'  
 MAY 13, 2014

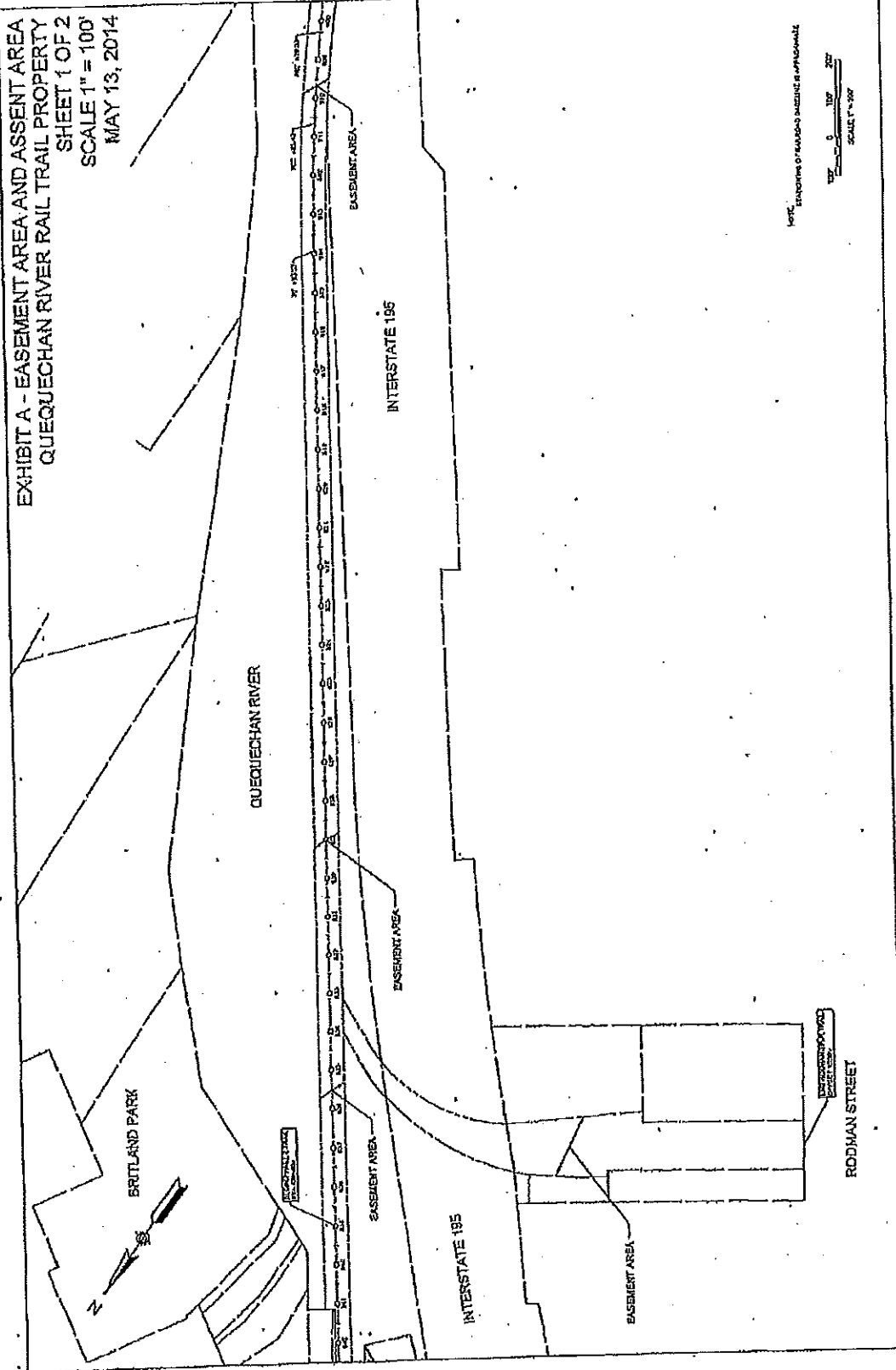
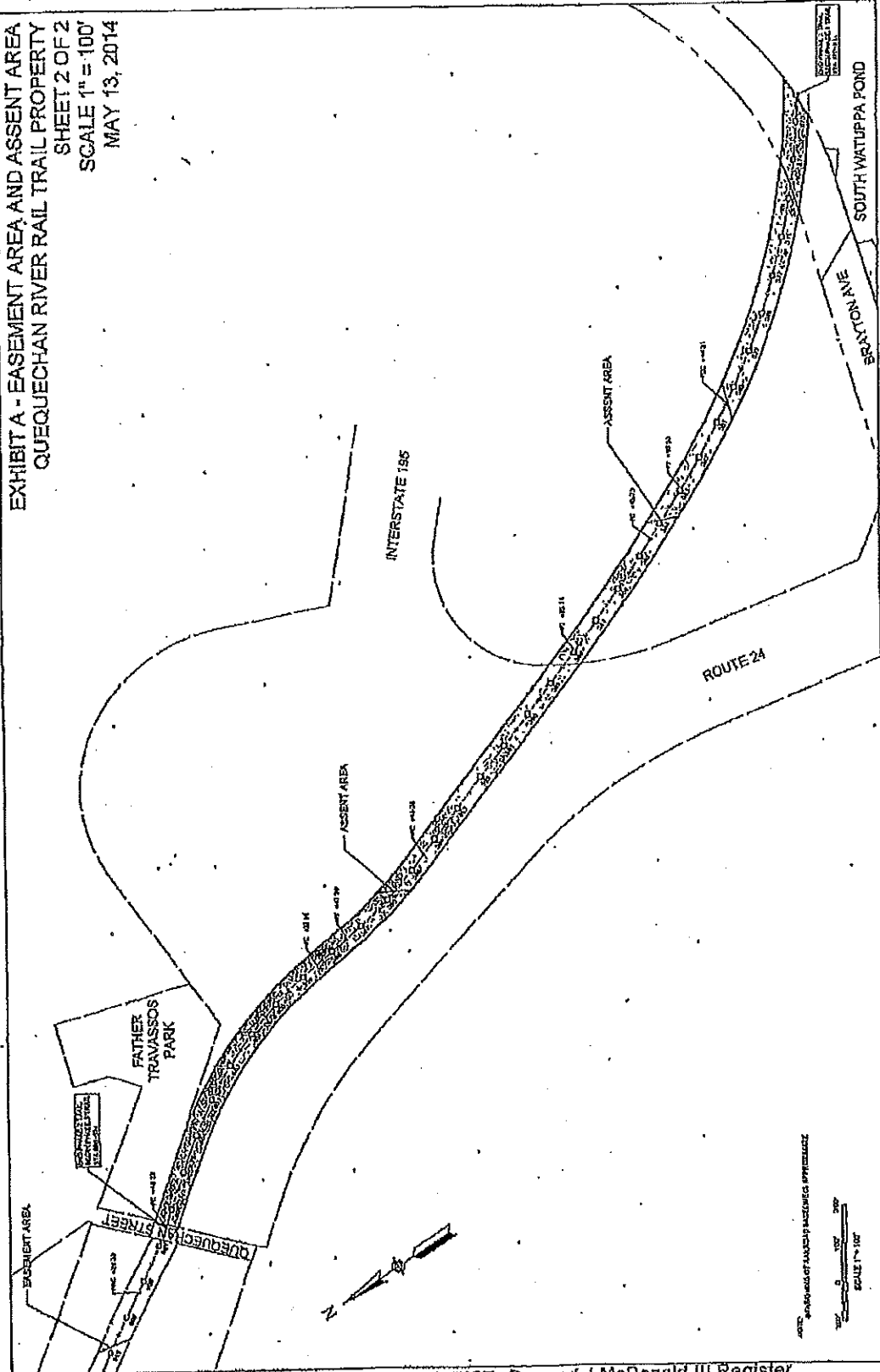
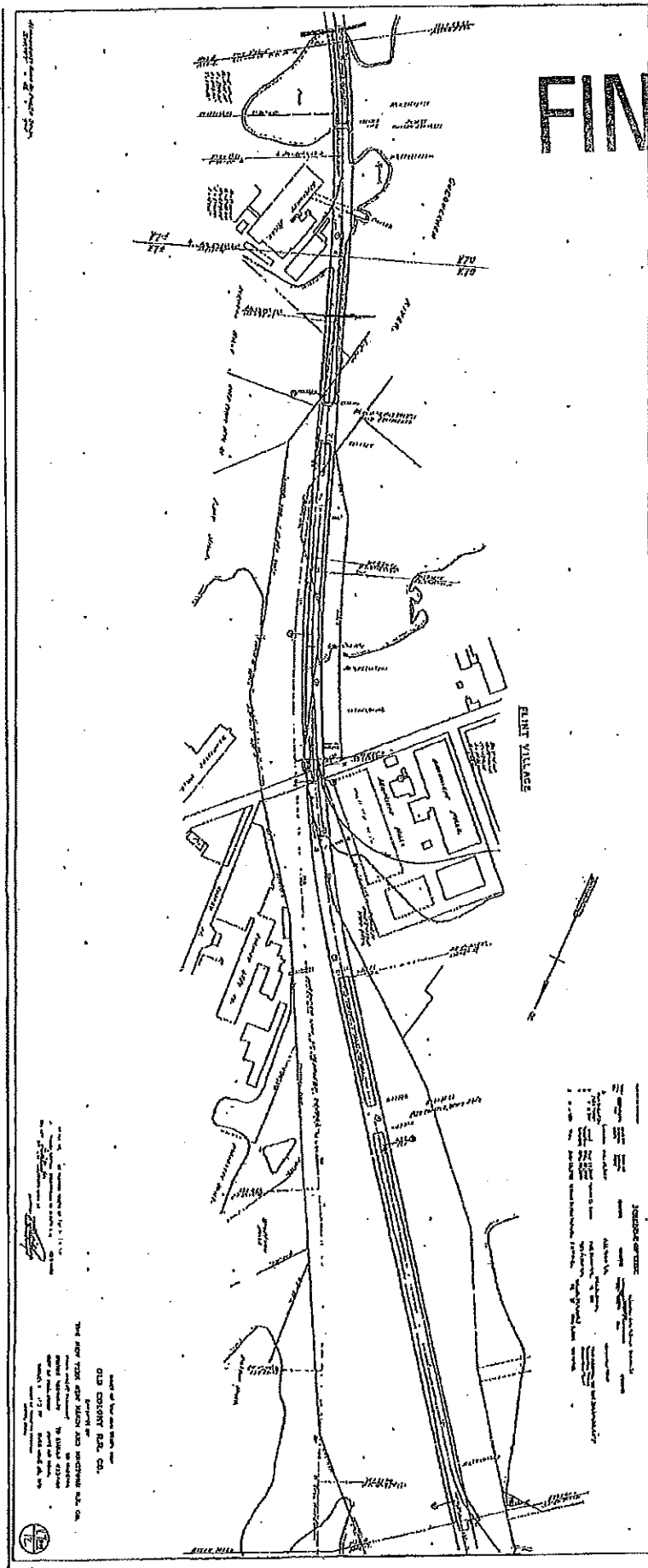


EXHIBIT A - EASEMENT AREA, AND ASSENT AREA  
 QUEQUECHAN RIVER RAIL TRAIL PROPERTY  
 SHEET 2 OF 2  
 SCALE 1" = 100'  
 MAY 13, 2014



ATTTEST: BR. COUNTY, F.R. DIST., Bernard J McDonald III Register

# FINANCE 5



# FINANCE 5

MATTHEW J. THOMAS, Esq.

Attorney at Law

November 14, 2014

By e-mail and first class mail  
For Settlement Purposes Only

Sanford Matathia, Esq.  
Rackemann, Sawyer & Brewster  
160 Federal Street  
Boston, Massachusetts 02110

RE: QUEQUECHAN RIVER RAIL TRAIL  
PHASE III

Dear Mr. Matathia:

As you are aware, you have forwarded an e-mail to me dated October 23, 2014 which continues the discussion our clients have been engaged in since May of 2013 regarding certain issues relative to development of the Quequechan River Rail Trail. Since you and I have exchanged a number of letters and e-mail regarding these issues, I have been authorized to forward this response to your e-mail of October 23, 2014 on behalf of my clients in an effort to completely respond to the issues you have raised. Please accept this letter as the final comment and offer of my clients regarding this matter.

1. Traffic Signal

In light of your comments in the October 23, 2014 e-mail regarding the design and location of the Brayton Avenue pedestrian and vehicle crossings I requested additional information from Fay Spofford & Thorndike (hereinafter "FST"). FST has provided ongoing engineering, survey and design services to the Quequechan River Rail Trail project. It was also FST that engaged in the discussion with MassDOT regarding the vehicle and pedestrian crossings.

Based on this request, it once again appears that a full signal and driveway curb cut on the west side of your client's property would fall within the State Highway Layout of Brayton Avenue and within the "No Access" line of the Route 24 Ramp system layout. Your suggested alternative was first discussed with FST pursuant to a request from your clients in May of 2013 and it was determined by FST, after consultation with MassDOT, that such a full signal and a private driveway curb cut would force vehicles to back up and adversely affect the functionality of the ramps. As such FST did not include it in their design.

4 PARK PLACE • SUITE 101 • NEW BEDFORD • MA 02140  
MJT@MJTHOMASLAW.COM  
508-994-1500 • FAX: 508-990-1916

# FINANCE 5

Q

SANFORD MATATHIA, ESQ.

NOVEMBER 14, 2014

PAGE 2

This issue has subsequently been raised with FST numerous times by the City in response to numerous requests from your clients that the issue be revisited and the responses to these numerous requests have always been the same. FST has repeatedly stated that MassDOT was generally very concerned with any curb cuts in this area of Brayton Avenue and that current vehicle and pedestrian crossings represent the best design options that MassDOT would approve in this area. As I have stated above and previously, it is my understanding that these conversations took place between FST and MassDOT at design review meetings and so the City was not a participant in these design review discussions.

In light of the foregoing, my clients believe that they have continuously used their best efforts to have this issue revisited at the Glicksmans request. In response to my clients' requests FST has reviewed the current designs with MassDOT on a number of occasions and it has been and remains the opinion of FST and MassDOT that the current design represents the best and safest alternative that could be permitted. Therefore, it is not possible to satisfy your clients' requests regarding the pedestrian and vehicular crossings.

## 2. Site Driveway

As I have explained to you and your clients on numerous occasions, my clients have sought to provide reasonable access to your clients' property from Brayton Avenue although the project could have been constructed without doing so. Notwithstanding this fact, my clients believe that they have been very reasonable in providing access for vehicles with a wheel base of up to 50 feet (WB-50) from Brayton Avenue. However, in light of the comments in your October 23, 2014 e-mail, my clients have asked FST to review the use of this access by vehicles with a wheel base up to 67 feet (WB-67). I have been informed that the access had been originally designed to accommodate WB-50 vehicle which is typically an intermediate-sized tractor-trailer that is commonly seen in urban environments while a WB-67 vehicle is typically an interstate-sized tractor-trailer that is commonly seen on major highways and interstates for long distance transport, as well as for short distance transport of oversized equipment.

Based on this additional review by FST it appears that while a WB-50 vehicle could easily access your clients' property using the access as currently designed, a WB-67 vehicle would have difficulty due to the large outcrop of ledge on your clients' property and the presence of the large sign located within the railroad right of way. FST has estimated that the cost of removal of these two features as well as constructing a compacted gravel driveway up to your clients' buildings would be approximately \$35,000.00. It has always been my clients' intention to try and provide your clients with fair and commercially reasonable access from Brayton

# FINANCE 5

2

SANFORD MATATHIA, ESQ.

NOVEMBER 14, 2014

PAGE 3

Avenue. Although there is no requirement that the access to your clients' property accommodate WB-67 vehicles, the previously offered monetary compensation will be increased by \$35,000.00 to facilitate the use of the currently designed access by WB-67 vehicles.

In your October 23, 2014 e-mail you raise concerns regarding the inability of the City to provide your clients with a valid access easement. The City's Taking of the easement in this portion of the railroad right of way included the ability to pass and repass and for other municipal purposes reasonably related thereto. This would provide the City with authority to grant your clients the necessary easement to pass and repass. Further, since this Taking was not funded through the Environmental Bond Bill, but rather was funded by the City of Fall River, there are no Article 97 issues. \*

In light of the foregoing, my clients believe that the foregoing offer fully addresses the issues regarding the Site Driveway raised in your October 23, 2014 e-mail.

3. Water & Sewer

I have reviewed the issues you raised in your October 23, 2014 e-mail regarding the proposed water & sewer easement to service your clients' property with my clients. As you know the City has repeatedly offered to grant the Glicksmans with an easement to install and maintain municipal water and sanitary sewer lines. Further, the City has been quite clear and consistent that it would seek to grant such an easement over a route that was the most cost effective for your clients to construct and maintain the water and sewer lines within. While a final path for the proposed easement has not yet been identified by the City, the connection to Cumneen Street was one of the options considered and had in fact become one of the preferred options if such an easement were to be granted. The water & sewer easement would run up a portion of the railroad right of way Taken by the City with municipal funds and then cross the bike path to connect to Cumneen Street. Of course this route is conceptual at this point in time and would need to be reviewed further before such an easement were finally granted. However it appears that our clients are in substantial agreement regarding the desirability of this route.

4. Monetary Consideration

As I noted above, the previously offered monetary consideration of \$150,000.00 has now been increased by \$35,000.00 to a total offer of \$185,000.00.

As stated above, this letter represents my clients' final offer to resolve this matter. In an effort to set forth all the applicable proposed terms of settlement in one document, my clients hereby

# FINANCE

SANFORD MATATHIA, ESQ.

NOVEMBER 14, 2014

PAGE 4

restate their agreement to the following items previously requested by your clients (as most recently set forth in my September 9, 2014 letter to you):

1. New lighting will either be installed or current lighting repositioned to illuminate the area surrounding the entrance to the Quequechan River Rail Trail at Brayton Avenue.
2. Fencing will be installed along the western side of the Quequechan River Rail Trail as it abuts your client's property. The location and type of the fencing will be determined by MassDOT after consultation with your client.

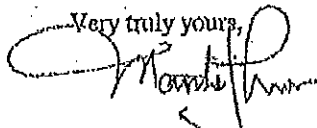
If the foregoing terms are acceptable to your clients please indicate so by accepting them in a writing to be received by this office no later than 5:00 pm on Friday, November 21, 2014. This offer will become null and void after such date and time. Upon receipt of such a written acceptance, I will forward a draft of the following documents which are intended to effectuate and memorialize the foregoing to you for your review:

1. Release & Abandonment of the Easement Granted to your Client by the Commonwealth of Massachusetts on July 5, 1996 by a document recorded with the Bristol County (Fall River District) Registry of Deeds in Book 3117, Page 298;
2. Grant of Easement to Pass and Repass by Motor Vehicle and on Foot;
3. Grant of Easement for the Installation and Maintenance of Underground Utilities;
4. Consent to No Damage Confirmatory Eminent Domain Taking
5. Mutual Releases

These documents would be executed by your client, the City and the Commonwealth respectively.

Please contact me at (774) 930-2936 if you have any questions or comments

Very truly yours,



Matthew J. Thomas, Esq.

MJT/ja

# FINANCE 5

R

Matathia, Sanford M.

**From:** Matthew J. Thomas, Esq. <mjt@mjlthomaslaw.com>  
**Sent:** Thursday, November 20, 2014 3:16 PM  
**To:** Matathia, Sanford M.  
**Subject:** Quequechan River Rail Trail

Good Afternoon Sandy

Thanks for your e-mail of Friday, November 14, 2014. I would initially like to note that my clients' have continuously attempted to constructively engage with the Glicksmans since May of 2013 to equitably resolve the Glicksmans' concerns. I have discussed your e-mail with my clients and based on those discussions I have been authorized to forward the following responses to the three (3) topics you set forth:

## Traffic Signal.

The location of various Brayton Avenue crossings relative to the bike path cannot be changed. While the crossing may not be in the layout proper of the exit ramps they are in such proximity that MassDOT would have substantial input into the redesign of any crossing. Phase III is currently out to bid and so there will be no changes in the crossings.

## Site Driveway.

I would first like to address your mischaracterization of my comments in my previous letter. I did not acknowledge that there were any difficulties in the relocated driveway. I stated that, although there was no obligation to do so, my clients were willing to provide vehicular access for WB-50 vehicles (which include the types of vehicles normally accessing urban sites). I further stated that in light of your request that this be revisited, my clients were willing to provide additional funding to allow the Glicksmans to further enhance this access to allow for WB-67 vehicles. This is an enhancement and not an acknowledgment of difficulties. My clients would respectfully disagree that the bike path will adversely impact the ability of the Glicksmans to legally access other portions of their property and so my clients will not offer any additional funding to enhance the ability to access other parts of the Glicksmans' property. EEA has agreed to provide a letter that the use of a portion of the easement as described in my letter for vehicular access and a utility easement will not run afoul of Article 97. X

## Water and Sewer.

The City restates its willingness to grant an easement for the installation and maintenance of municipal water and sanitary sewer connections from the Glicksmans' property along the bike path and either passing up Cumneen Street or through other properties to access the municipal connections in Fr. DeValles Blvd. Once the final terms of a settlement have been agreed to the City would work with your clients to finalize the details regarding the path of such an easement in a mutually agreeable fashion. At the present time the City is not anticipating making any sewer or water lines constructed within the easement part of the City system since such extensions would only service one property and as such are more appropriately a private line.

Please forgive the brevity of this response, however my letter of November 14, 2014 explains my clients' positions regarding these matters in full. As I stated in my letter the offer set forth in November 14, 2014 letter is valid until 5:00 pm on Friday, November 21, 2014. I look forward to your response before that time.

Thanks,

Matt

# FINANCE

5 S

Christy Diorio

From: Gaertner, Kurt (ENV) [kurt.gaertner@state.ma.us]  
Sent: Friday, December 05, 2014 6:16 AM  
To: Callahan, Margaret (ENV); Upal, Hina (ENV); Davis, Gary (ENV)  
Cc: mjt@mjthomaslaw.com; Christy Diorio; Cooper, Stephanie (ENV)  
Subject: FW: Quequechan River Rail Trail  
Attachments: Scanned from Copy Center.pdf; Scanned from Copy Center.pdf; Scanned from Copy Center.pdf

EEA Legal Team:

\* Please see the explanation from Matt below (which saved me the time to write it up, thank you Matt). As he says, we quite intentionally worked to make sure that Article 97 did not apply. We specifically made sure that a driveway could legally cross the southern half of the rail ROW adjacent to the Glicksman property. Regarding the letter mentioned by Sandy in #3, I had earlier agreed to provide such a letter. However, as negotiations wound down last week I was advised against last minute drafting. I am still willing, but given all the other issues associated with making a deal here I don't see any point in doing so. There are two or three other big requests Sandy makes in his email of Wednesday evening that we or the City just won't agree to,

My perspective is that the time for a deal has passed and Sandy and his client didn't take the deal. This just can't go on.

Happy to discuss later this morning. I am in all day today.

Best

Kurt

From: Matthew J. Thomas, Esq. [mjt@mjthomaslaw.com]  
Sent: Thursday, December 04, 2014 6:43 PM  
To: Gaertner, Kurt (EEA); 'Christy Diorio'  
Subject: FW: Quequechan River Rail Trail

Good Evening -

Since I noticed that neither of you were copied on this I wanted to forward it to you.

Sandy is incorrect and there is a simple explanation. The December 12, 2013 correspondence from EEA to the City was before it was agreed that the City would fund the acquisition of the easement on the southern portion of the Owner Unknown Parcel. Once the City funded the acquisition of the easement on this parcel and not EEA, there were no Article 97 issues. Sandy is clear that that acquisition with Environmental Bond funds would have otherwise had Article 97 implications. As for the Deed of Easement from MassDOT to the City, the area in question is part of the "Assent Area" as described in the Deed of Easement. In the "Assent Area", the Commonwealth did not own the fee interest but merely had an easement to run a railroad. As such, the City has to acquire easements from the owners of the underlying parcels. The Deed of Easement from MassDOT is clear that MassDOT does not have a

fee interest in this area and is merely assenting that the use of the easements as acquired by the City would not unreasonably interfere with MassDOT's easements.

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As you will remember, our position has been that the bike path is an "alternative transportation facility within a linear park" much like Storrow Drive within the Esplanade or other parkways surrounding Boston.

Once again, I know that we have discussed this in the past, but I just wanted to remind everyone of the opinions and conclusions that have been relied on in the QRRY project.

Please contact me if you have any questions or comments.

Thanks,

FINANCE

5

Mat

From: Matathia, Sanford M. [mailto:smatathia@rackemann.com]  
Sent: Thursday, December 04, 2014 5:51 PM  
To: gary davis (gary.davis@state.ma.us)  
Cc: mjt@mjthomaslaw.com; Upal, Hinna (ENV) (hinna.upal@state.ma.us)  
Subject: FW: Quequechan River Rail Trail

X Gary: I received your voicemail message last night stating that EEA (a) believes Article 97 does not apply to Glicksman's use of the railroad corridor for access and utilities under the settlement arrangement proposed by the City of Fall River, (b) but will not furnish any written acknowledgement of this position. It is difficult if not impossible for me to X reconcile your statement with the following items:

(1) Correspondence from EEA and the City dated December 12, 2013 asserting that properties purchased for the Quequechan Trail project are subject to Article 97, and that any driveway construction on such lands would require an Article 97 disposition, presumably inclusive of legislative authorization by a supermajority vote (copy attached).

(2) EEA's steadfast insistence, consistent with Environmental Bond legislation, that the entire railroad corridor be made subject to Article 97, as formally reflected in MassDOT's Deed of Easement to the City dated July 30, 2014 (copy attached).

# FINANCE 5

## Agreement

This Agreement is entered into this <sup>1/25/16 LC</sup> day of July, 2015 by and between the CITY OF FALL RIVER, One Government Center, Fall River, Massachusetts 02114 (hereinafter the "CITY"), RUTH G. GLICKSMAN, TRUSTEE OF THE RUTH GLICKSMAN REVOCABLE TRUST - 2003, 1550 Padanaram Avenue, New Bedford, Massachusetts 02744 (hereinafter "GLICKSMAN") and Clover Leaf Mills, LLC, 275 Martine Street, Fall River, Massachusetts, 02723 (hereinafter "CLOVER LEAF"). The CITY, GLICKSMAN and CLOVER LEAF are hereinafter referred to collectively as the "PARTIES".

### Witnesseth

Whereas, the Executive Office of Energy and Environmental Affairs (hereinafter "EEA"), the Massachusetts Department of Transportation (hereinafter "MassDOT"), and the CITY are currently developing the Quequechan River Rail Trail, an alternative transportation facility for pedestrian and bicycle purposes inside a linear park (hereinafter the "BIKE PATH PROJECT"), within the right of way of the former Watuppa Secondary Line (hereinafter the "RAILROAD ROW"); and

Whereas, GLICKSMAN is the owner of a certain parcel of registered land more fully described in Certificate of Title #36216 and shown as Lots #1-3 inclusive on Plan # 39168A filed with Original Certificate of Title # 3146 (hereinafter the "GLICKSMAN PARCEL") and

Whereas, CLOVER LEAF is the owner of a certain parcel of registered land more fully described in Certificate of Title # 5891 and shown on Plan # 1442A and 1442C filed with Original Certificate of Title # 11 (hereinafter the "CLOVER LEAF PARCEL"); and

Whereas, the CITY has issued certain Orders or Taking for an easement to enable the BIKE PATH PROJECT within the RAILROAD ROW as recorded with the Bristol County Registry of Deeds on July 8, 2014; and

Whereas, GLICKSMAN would like the GLICKSMAN PARCEL to be served by municipal water and sanitary sewer through connection to the public water and sewer system currently located in Father DeValle Boulevard (the "UTILITY IMPROVEMENTS"); and

Whereas, CLOVER LEAF would like the CLOVER LEAF PARCEL to be served by vehicular access over a new roadway that connects the western end of Father Devalle Boulevard to Brayton Avenue in the vicinity of highway ramps to Routes 24 and 195 (the "ROADWAY IMPROVEMENTS"); and

# FINANCE 5

**Whereas**, the UTILITY IMPROVEMENTS and the ROADWAY IMPROVEMENTS would both be located in part within the ROW; and

**Whereas**, each of the PARTIES claims to hold certain ownership and/or easement rights in portions of the RAILROAD ROW and all of the PARTIES would like to reach a mutually agreeable arrangement that accommodates the BIKE PATH PROJECT, the UTILITY IMPROVEMENTS, and the ROADWAY IMPROVEMENTS; and

**Whereas**, the CITY, GLICKSMAN and CLOVER LEAF wish to collaborate on steps to define the location for and design of the UTILITY IMPROVEMENTS and the ROADWAY IMPROVEMENTS;

**Now, Therefore**, in consideration of GLICKSMAN's removal of certain personal property which was previously stored within RAILROAD ROW and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Connections to Municipal Water & Sewer

a. CITY, GLICKSMAN and CLOVER LEAF hereby agree to enter into negotiations to identify a mutually agreeable location within which GLICKSMAN may be granted an easement to install and maintain connections to municipal water and municipal sanitary sewer (hereinafter the "WATER/SEWER EASEMENT"), and to more fully define the design of the UTILITY IMPROVEMENTS and the ROADWAY IMPROVEMENTS, and shall pursue said negotiations in good faith and in a reasonable fashion. The framework for said negotiations shall be as follows:

i. The parties hereto have initially identified one (1) possible location for the WATER/SEWER EASEMENT. This initial possible location is shown on Exhibit "A" attached hereto and incorporated herein;

ii. Within fourteen (14) days of executing this Agreement:

1. GLICKSMAN, at its sole cost, shall cause soil borings to be taken along the foregoing possible location and shall forward the soil boring logs of said soil borings to the CITY and CLOVER LEAF. The CITY and CLOVER LEAF hereby grant GLICKSMAN and its agents and contractors limited access to the CLOVER LEAF property and Father DeValle Boulevard as shown on Exhibit "A" for the sole and limited purpose of performing said soil borings which

# FINANCE 5

shall be completed in a commercial reasonable fashion. In the event said borings encounter substantial bedrock within the location shown on Exhibit A, GLICKSMAN may request permission from the CITY or CLOVER LEAF to conduct additional borings in an alternate location, such permission not to be unreasonably withheld;

2. CLOVER LEAF, at its sole cost, shall cause a plan to be prepared showing the current and proposed wetland conditions adjacent to the planned location for the UTILITY IMPROVEMENTS AND THE ROADWAY IMPROVEMENTS and shall propose revisions to said wetland, if necessary, to facilitate the construction of said improvements with the least possible impact to wetlands. If any of said revisions are to be pursued, the parties hereto expressly acknowledge that all permitting and construction costs associated therewith shall be borne by GLICKSMAN or CLOVER LEAF or by them jointly pursuant to a cost sharing agreement, but that in no case shall any of said costs be borne by the CITY. The CITY agrees to support such revision;
3. The CITY shall cause a review of the design and proposed location of the utility conduit crossing beneath the RAILROAD ROW and shall forward copies of the design specifications and plans showing the proposed location to GLICKSMAN and CLOVER LEAF. The CITY agrees to request that the location of said conduit be altered to facilitate construction of the UTILITY IMPROVEMENTS and the ROADWAY IMPROVEMENTS at the point a former rail spur enters into the CLOVER LEAF PARCEL. The parties hereto expressly acknowledge that the ability of the CITY to request any changes to the location of said conduit is contingent on whether said proposed change of location is possible as part of the construction of Phase III of the Quequechan River Rail Trail. Should relocation of the conduit not be possible as part of the Rail Trail project, the CITY states that it will be allowed at a later time as part of the UTILITY IMPROVEMENTS and/or ROADWAY IMPROVEMENTS.
4. The CITY shall forward a schedule of possible permitting and connection fees for the UTILITY IMPROVEMENTS and the ROADWAY IMPROVEMENTS contemplated herein.

# FINANCE 5

- iii. Following completion of the soil borings, GLICKSMAN shall take all commercial reasonable steps, at its sole cost, to restore the CLOVER LEAF PARCEL to its condition prior to the soil boring activities;
- iv. CITY, GLICKSMAN and CLOVER LEAF shall meet at Fall River Government Center within ten (10) days of the exchange of the information set forth in Paragraph (1)(a)(ii) to jointly review said information and to continue negotiations on a location of the WATER/SEWER EASEMENT and the proposed way. Said negotiations shall include the minimum design standards for the UTILITY IMPROVEMENTS and ROADWAY IMPROVEMENTS sufficient to prepare schematic plans and construction cost estimates. The parties hereto hereby agree to use best efforts to complete said negotiation within fourteen (14) days of said initial negotiation session;
- v. Upon completion of the foregoing negotiations:
  - 1. the CITY shall execute a document granting GLICKSMAN such easements and assents as are necessary and appropriate to allow the installation, use and maintenance of the UTILITY IMPROVEMENTS within the RAILROAD ROW and in Fr. DeValles Blvd. Such document shall also recognize the right of CLOVER LEAF to access the UTILITY IMPROVEMENTS. Said easements and assents shall be in a recordable form, agreeable and satisfactory to GLICKSMAN;
  - 2. the CITY shall execute a document granting CLOVER LEAF such easements and assents as are necessary and appropriate to allow the installation, use and maintenance of the ROADWAY IMPROVEMENTS for all purposes for which a way may be used in the City of Fall River within the RAILROAD ROW and in Fr. DeValles Blvd. Such document shall also recognize the right of GLICKSMAN to access the ROADWAY IMPROVEMENTS. Said easements and assents shall be in a recordable form, agreeable and satisfactory to CLOVER LEAF;
  - 3. GLICKSMAN and CLOVER LEAF shall execute a document granting each other such easements and assents as are necessary and appropriate to allow the installation, use and maintenance of the

# FINANCE 5

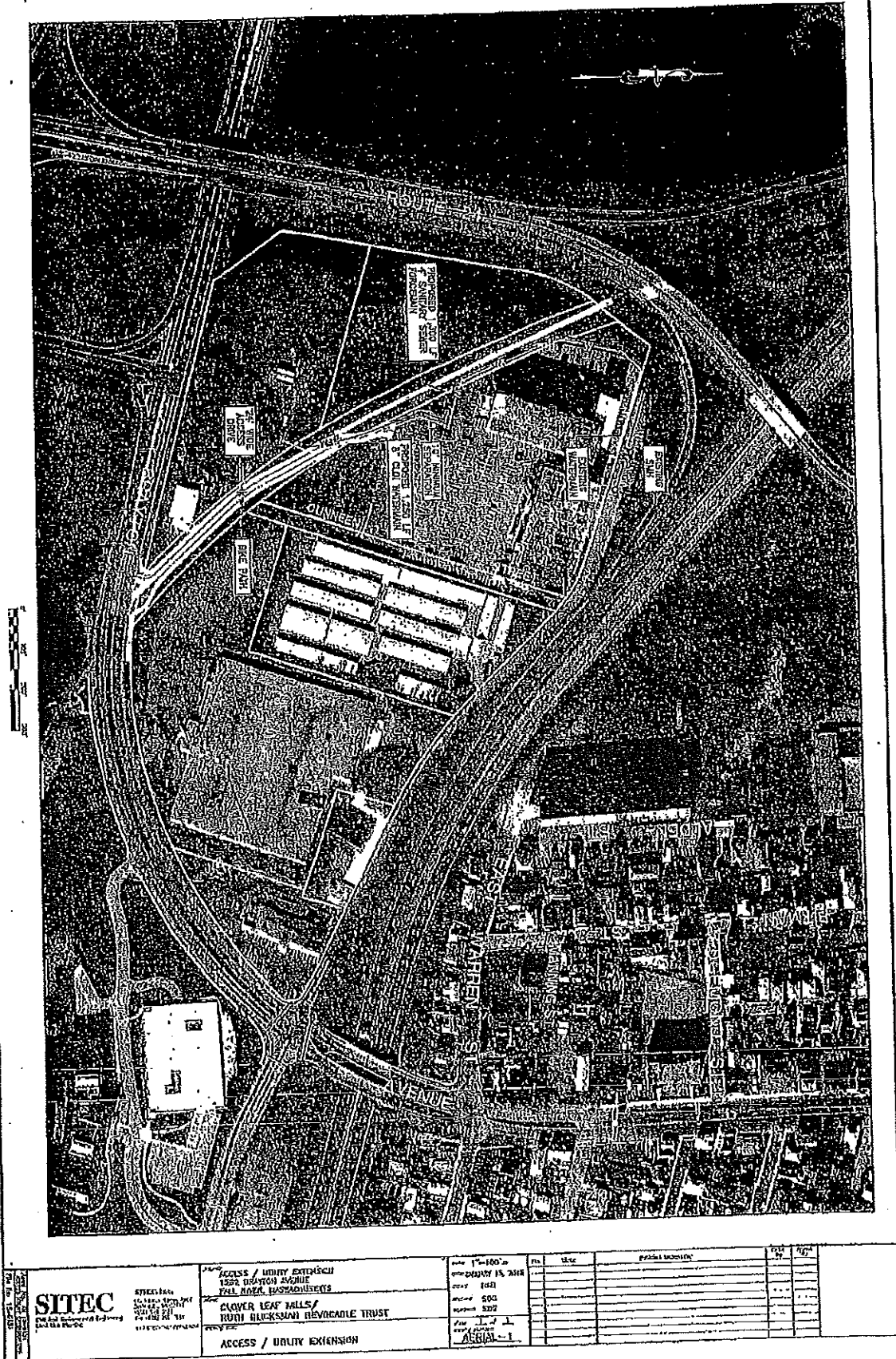
UTILITY IMPROVEMENTS and the ROADWAY IMPROVEMENTS. Said easements and assents shall be in a recordable form, agreeable and satisfactory to GLICKSMAN and CLOVER LEAF.

- b. The City hereby states that the cost of design and installation of a conduit underneath the Quequechan River Rail Trail shall be deemed a project cost and shall be borne by the Quequechan River Rail Trail Project. The City hereby states that the BEA and MassDOT have previously agreed to the inclusion of said cost for design and installation as project cost.
- c. GLICKSMAN and CLOVER LEAF further acknowledge that they shall be respectively responsible for the preparation, costs and submission of all applications for necessary approvals and permits to construct the UTILITY IMPROVEMENTS and the ROADWAY IMPROVEMENTS.
- d. The City agrees to investigate and report at the meeting described in Paragraph 1(a)(iv) above whether any public funding in the form of PWED Grants or low-interest loans are available to facilitate the construction of the foregoing improvements.
- e. The PARTIES acknowledge that the borings to be completed by GLICKSMAN are intended to confirm the absence of substantial shallow bedrock and thereby confirm that the UTILITY IMPROVEMENTS at the location shown on Exhibit A can be completed in a cost-effective manner. Should this not be the case, alternate utility corridors may be explored under a separate agreement.
- f. The City acknowledges that GLICKSMAN has expressed concern over the insurability and title marketability of the easements and improvements described herein, and while the City respectfully disagrees with said concerns, the City nonetheless hereby agrees to reasonably consider any requests of the parties to enhance the title insurability and marketability of said easements and improvements, provided said requests shall not result in any added costs to the City. Measures to be taken for this purpose will be negotiated in good faith and documented in an appropriate writing.
- g. The PARTIES acknowledge that the agreement contemplated herein is one component of a multi-part arrangement for resolving taking damages associated with the BIKE PATH PROJECT. By this Agreement, the PARTIES do not waive

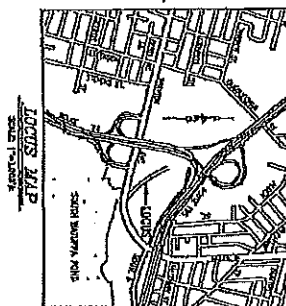
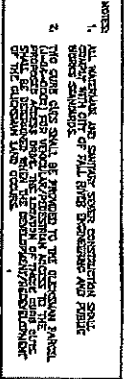
# FINANCE 5

any claims and fully reserve all of their respective rights and interests in the RAILROAD ROW.

**SIGNATURES FOLLOW ON NEXT PAGE**



5

[illegible]

# FINANCE 5

In Witness Whereof, the City of Fall River, acting through its duly elected and authorized Mayor, C. Samuel Sutter, Ruth Glicksman, Trustee of the Ruth Glicksman Revocable Trust - 2003 and Clover Leaf Mills, LLC have caused these presents to be signed, sealed, acknowledged and delivered in their respective names and behalves on this \_\_\_\_\_ day of July, 2015.

RUTH GLICKSMAN REVOCABLE TRUST - 2003  
BY ITS TRUSTEE

Maria C. Lynn  
WITNESS

Ruth Glicksman  
RUTH A. GLICKSMAN

CITY OF FALL RIVER  
BY ITS MAYOR

\_\_\_\_\_  
AS TO FORM & MANNER  
CORPORATION COUNSEL

\_\_\_\_\_  
C. SAMUEL SUTTER

CLOVER LEAF MILLS, LLC  
BY ITS MANAGER

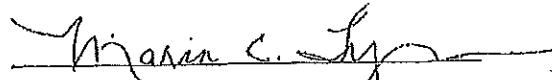
Daniel Medline  
WITNESS

Paul Carrigg  
PAUL CARRIGG

## Commonwealth of Massachusetts

Bristol, ss

On this <sup>January</sup> 20<sup>th</sup> day of July, 2015, before me, the undersigned notary public, personally appeared Ruth A. Glicksman, Trustee of the Ruth Glicksman Revocable Trust - 2003, and acknowledged to me <sup>to</sup> that she signed this document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, or [ ] personal knowledge of the undersigned.



Notary Public Maria C. Lynn  
My Commission expires: 9/1/2019

FINANCE 5

Commonwealth of Massachusetts

Bristol, ss

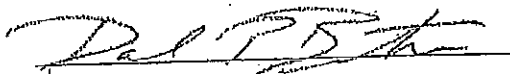
On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and such person acknowledged to me that he signed this document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, or [ ] personal knowledge of the undersigned.

\_\_\_\_\_  
Notary Public  
My Commission expires:

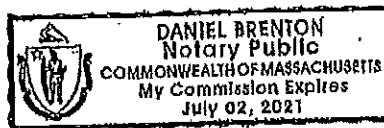
Commonwealth of Massachusetts

Bristol, ss

On this 28 day of January, 2016, before me, the undersigned notary public, personally appeared Paul Carrigg who acknowledged to me that they signed this document voluntarily for its stated purpose. The identity of said persons was proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, or [ ] personal knowledge of the undersigned.

  
Notary Public  
My Commission expires:

A1174856.2



# FINANCE 5

*In Witness Whereof*, the City of Fall River, acting through its duly elected and authorized Mayor, Jasiel F. Correia, II, Ruth Glicksman, Trustee of the Ruth Glicksman Revocable Trust - 2003, Ruth and David Glicksman in their individual capacities and Clover Leaf Mills, LLC have caused these presents to be signed, sealed, acknowledged and delivered in their respective names and behalves on this \_\_\_\_\_ day of February, 2016.

RUTH GLICKSMAN REVOCABLE TRUST -- 2003  
BY ITS TRUSTEE

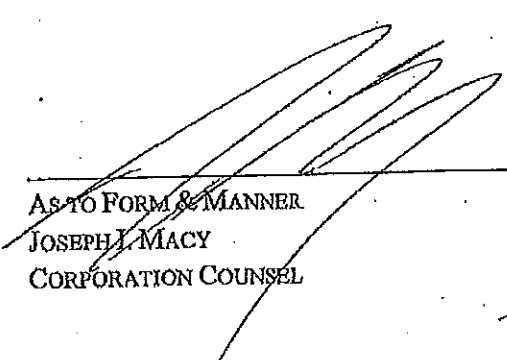
\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
RUTH A. GLICKSMAN

\_\_\_\_\_  
RUTH A. GLICKSMAN

\_\_\_\_\_  
DAVID GLICKSMAN

CITY OF FALL RIVER  
BY ITS MAYOR

  
\_\_\_\_\_  
AS TO FORM & MANNER  
JOSEPH J. MACY  
CORPORATION COUNSEL

  
\_\_\_\_\_  
JASIEL F. CORREIA, II

# FINANCE 5

*Commonwealth of Massachusetts*

Bristol, ss

On this 4<sup>th</sup> day of February, 2016, before me, the undersigned notary public, personally appeared Jasiel F. Correia, II, and such person acknowledged to me that he signed this document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, or ☒ personal knowledge of the undersigned.

Nancy R. Pavao  
Nancy R. Pavao  
Notary Public  
My Commission expires: Feb. 18, 2016

*Commonwealth of Massachusetts*

Bristol, ss

On this       day of February, 2016, before me, the undersigned notary public, personally appeared Paul Carrigg who acknowledged to me that they signed this document voluntarily for its stated purpose. The identity of said persons was proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, or [ ] personal knowledge of the undersigned.

\_\_\_\_\_  
Notary Public  
My Commission expires:



## GRANT OF EASEMENT

This Mutual Grant of Easement is made this day of <sup>10th</sup> ~~January~~ April, 2017 by and between the City of Fall River, a municipal corporation duly existing under the laws of the Commonwealth of Massachusetts, One Government Center, Fall River, MA 02723 (hereinafter "the City") and Clover Leaf Mills, LLC, a Massachusetts Limited Liability Company, duly created and existing under the laws of the Commonwealth of Massachusetts, 275 Martine Street, Suite 101, Fall River, MA, 02723 (hereinafter "Clover Leaf")

Whereas, the City has previously determined that it was in the public interest to acquire easements in certain parcels of land in the City for the public recreational purpose of the construction, maintenance, operation of an alternative transportation facility for pedestrian and bicycle purposes within a linear park on said parcels of land, and for other municipal purposes reasonably related thereto; and

Whereas, on June 10, 2014, by Instruments of Taking recorded with the Bristol County (Fall River District) Registry of Deeds in Book 8496, Pages 97 & 98, the City did in fact, under the authority of Massachusetts General Laws Chapters 79 & 82 respectively, take by eminent domain, an easement to pass, repass, develop, maintain and operate an alternative transportation facility for pedestrian and bicycle purposes within a linear park, and for other municipal purposes reasonably related thereto, within, over and through the certain parcels of land located in the City of Fall River as shown plans recorded with said Registry in Plan Book 155, Page 78; and

Whereas, the Clover Leaf has requested that the City grant it an easement to pass and repass for all purposes for which a way may be used in the City of Fall River over a portion of said land taken for the above described purpose, but not currently actively occupied by the alternative transportation facility; and

Whereas, the City has agreed to grant Clover Leaf an easement under the terms and conditions set forth herein and Clover Leaf has agreed to accept an easement under such terms, and;

Whereas, the Clover Leaf has agreed to grant the City an easement for the installation and maintenance of municipal water and sanitary sewer lines over a portion of the Clover Leaf property under the terms and conditions set forth herein and City has agreed to accept an easement under such terms, and;

NOW, Therefore, in consideration of good and valuable consideration the sufficiency and receipt of which is hereby acknowledged the parties hereto agree as follow:

# FINANCE 5

## 1. EASEMENT USES & PURPOSES:

The City hereby grants Clover Leaf a perpetual, non-exclusive easement, to construct and maintain, and pass and repass over a way for all purposes for which a way may be used in the City of Fall River, including the installation and maintenance of utilities, to access the Clover Leaf property on Fr. Devalles Boulevard, Fall River, MA more fully described in Certificate of Title # 5891 filed with the Fall River District of the Land Court from Brayton Avenue (hereinafter the Clover Leaf Easement").

1A. Clover Leaf agrees to grant the City, upon request by the City, a perpetual, non-exclusive easement, for the construction and maintenance of a municipal water and a sanitary sewer line over said property described in said Certificate of Title # 5891 to service the property now or formerly owned by Ruth Glicksman, Trustee and shown on Fall River Assessors Map 124, as Parcel 2; (hereinafter the Water & Sewer Easement").

## 2. CONSTRUCTION OF IMPROVEMENTS WITHIN THE EASEMENTS:

Clover Leaf shall be solely responsible for the cost of design of, obtaining necessary federal, state and local permits and approvals for, the construction of, and maintenance of said way within the Clover Leaf Easement. The City intends to assign its rights to construct and maintain municipal water and sanitary sewer lines granted hereunder to the current to future owner of the parcels shown on Fall River Assessors Map 124, Parcel 2 and said assignee, shall be solely responsible for the costs of design, obtaining necessary federal, state and local permits and approvals for, the construction of, and maintenance of said municipal water and/or sanitary sewer line within the Water & Sewer Easement.

## 3. PROPOSED LOCATION OF IMPROVEMENTS WITHIN THE EASEMENTS

The parties hereto acknowledge and agree that the anticipated improvements to be constructed within the easements granted herein are presently intended to be constructed in the locations shown on that certain plan entitled "Access/Utility Extension Plan" dated January 28, 2016 and prepared by SITEC, Inc. A copy of said plan is attached hereto as Exhibit "A" and incorporated herein.

The parties hereto acknowledge and agree that any revisions to said plan must be approved by the parties hereto, which approval shall not be unreasonable withheld.

## 4. EASEMENTS SUBSERVIENT TO RIGHTS OF THE COMMONWEALTH

The parties hereto acknowledge and agree that right to pass and repass over the Clover Leaf Easement is subject to the rights of the Commonwealth of Massachusetts to reactivate rail service.

# FINANCE

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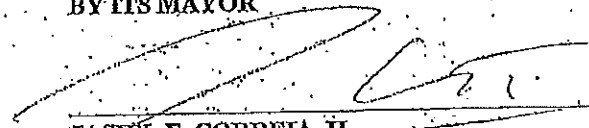
over the Clover Leaf Easement. In the event said rail service is reactivated, then the rights granted to Clover Leaf hereunder shall terminate and Clover Leaf shall have no cause of action, at law or equity against the City of Fall River for any matter related to the grant of the Clover Leaf Easement or the termination of Clover Leaf's rights under said Easement.

## 5. EASEMENTS BIND ALL HEIRS, SUCCESSORS AND ASSIGNS AND RUN WITH THE LAND

The rights, agreements, covenants and easements herein granted and provided shall be rights, agreements, covenants and easement running with the land and shall inure to the benefit of and be binding upon the City and Clover Leaf and their respective successors and assigns, it being the intention of the parties hereto that the respective rights and obligations of the parties hereunder shall pass to subsequent owners upon the conveyance of the burdened premises and benefitted premises, and upon such conveyances, the then-current owners shall possess the rights and carry the burdens and obligations associated herewith, and the prior owners shall no longer possess such rights and shall be relieved from all such obligations.

In Witness Whereof, the parties hereto have set their hands and seals this day of <sup>10th April, 2017</sup> ~~January~~,

CITY OF FALL RIVER  
BY ITS MAYOR

  
JASTIEL F. CORREIA, II

AS TO FORM & MANNER  
CORPORATION COUNSEL

  
JOSEPH MACY, ESQ.

Signed: February 21, 2017

CLOVER LEAF MILLS, LLC  
BY ITS MANAGER

FINANCE 5

Witness

Robert Carrigg

Commonwealth of Massachusetts

Bristol, ss

April 10

On this day of January, 2017, before me, the undersigned notary public, personally appeared Jasiel F. Correia, II, and such person acknowledged to me that he signed this document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency [ ] oath or affirmation of a credible witness, or [ ] personal knowledge of the undersigned.

Notary Public

My Commission expires: 5-23-19

Commonwealth of Massachusetts

Bristol, ss

February

On this 21st day of January, 2017, before me, the undersigned notary public, personally appeared Robert Carrigg who acknowledged to me that they signed this document voluntarily for its stated purpose. The identity of said persons was proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, or [ ] personal knowledge of the undersigned.

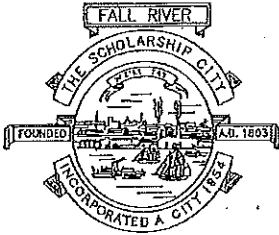
Notary Public

My Commission expires: 2/24/2017

## 5

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**City of Fall River  
Massachusetts  
Office of the Mayor**

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2019 JAN -3 A 11: 35

CITY CLERK  
FALL RIVER, MA

**JASIEL F. CORREIA II**  
*Mayor*

December 27, 2018

Honorable Members of the City Council  
One Government Center  
Fall River, MA 02722

**RE: Council on Aging**

Mr. President and Members of the Honorable Council:

I hereby request the confirmation of the City Council for the following appointment:

Natercia Pereira  
27 Buckley Street Apt. #1  
Fall River, MA 02723

As a member of the Council on Aging, with a term commencing 12/27/2018 and expiring 04/30/2021.

Thank you for your favorable consideration in this regard.

**Jasiel F. Correia II**  
*Mayor*

## **Natercia (Natasha) Pereira**

27 Buckley Street Apt. #1 Fall River, MA. 02723

1.774.317.0773 – [tasha9615@yahoo.com](mailto:tasha9615@yahoo.com)

### **SUMMARY OF QUALIFICATIONS:**

- Over ten years experience in collaborating with community based services
- Strong leadership talents, "team player" attitude and spirit
- Efficient in networking and working with individuals and community groups
- Excellent communication and interpersonal skills

### **EXPERIENCE:**

- 2015 – Present Business Development Manager UnitedHealthcare Waltham, MA**  
Maintain and exceed monthly sales goals. Schedule sales and educational events with local accounts for company and product visibility. Engage and educate accounts to ensure that staff is familiar with SCO benefits and operations. Build and nurture relationships with local providers and senior organizations in Bristol County. Ensure the development and maintenance of effective relations with prominent accounts for lead generation. Assist and coordinate with clinical staff to facilitate member needs. Organize and participate in community outreach activities that promote and market the UHC SCO brand.
- 2012 – 2015 Medicated Assistant Treatment Case Manager SSTAR, Inc. Fall River, MA**  
Provided information to clients on medicated assisted treatments then developed and implemented treatment options. Managed a caseload of clients in need of medical and mental health, welfare, and substance abuse treatment.
- 2010 – 2011 Assistant Program Director Fall River Deaconess Home Fall River, MA**  
Managed services to adolescent girls. Focused on treatment to help girls and their families work together toward reunification. Provided support and stabilization services at home, school and within the community. Developed and implemented approaches that improved the social and academic skills of adolescents.
- 2003 – 2010 Team Leader/Community Health Educator Seven Hills Foundation, Inc. Fall River, MA**  
Promoted prevention and education on HIV/AIDS within the community while conducting risk assessments and creating customized risk reduction plans. Provided outreach services within the local communities. Delivered training workshops for groups of clients and the Massachusetts Department of Public Health.
- 1997 – 2003 Shift Supervisor Brooks Pharmacy New Bedford, MA**  
Supervised front end associates. Utilized appropriate interpersonal skills when interacting with customers and vendors while managing daily deposits and sales reports.

### **SKILLS:**

- Languages: Fluent in Portuguese.  
Computers: Proficient in MS Office, Outlook and Internet applications.

### **EDUCATION:**

- May 2008 Bridgewater State College, Bridgewater, MA  
Bachelor of Science Degree in Business Management

### **COMMUNITY INVOLVEMENT:**

- Fall River Overflow Shelter Volunteer 2015-2017
- Fund Raising for Fall River Relay for Life 2014 - 2017
- Fall River Mayoral Campaign Volunteer 2009
- Organizer of Fall River World AIDS Day 2006 – 2009
- Board of Directors for Immigrants' Assistance Center 2017 – present



**City of Fall River**  
**Massachusetts**  
**Office of the Mayor**

2

RECEIVED  
2018 DEC 27 P 3:53

CLERK  
FALL RIVER, MA

**JASIEL F. CORREIA II**  
*Mayor*

December 27, 2018

Honorable Members of the City Council  
One Government Center  
Fall River, MA 02722

**RE: Library Trustees**

Mr. President and Members of the Honorable Council:

I hereby request the confirmation of the City Council for the following appointment:

Richard P. Souza  
193 Winter Street  
Fall River, MA 02720

As a member of the Library Trustees with a term commencing 12/27/2018 and expiring 12/27/2021.

Thank you for your favorable consideration in this regard.

**Jasiel F. Correia II**  
**Mayor**

**Richard P. Souza**  
193 Winter Street  
Fall River, MA 02720  
508-493-0477  
[rksouza@verizon.net](mailto:rksouza@verizon.net)

---

### Profile

- 3 years experience in adolescent counseling
- E-mail experience and report printing
- Experienced in team oriented work
- Efficient in multi-taking
- 25 yea experience as a lead person in a warehouse environment

### Experience

#### Blount Fine Foods Oct/10 – Present

##### \*Prep Department

- Follow work orders (recipes)
- Weighing product to ensure accurate measures
- Working as a team to get orders out in an efficient but timely manner

##### \*Lead Prep

- Leading a team of 4 individuals
- Keeping a constant work flow
- Getting accurate recipes out to the kettles
- Allocating orders into the computer
- Insuring a safe work environment

#### Borden Light Marina 8/22/10 – 9/20/10

##### \*Maintenance

- Re-deck floats
- Paint barges
- Work on boardwalk
- Hauling boats
- Power washing boats
- Blocking and shrink wrapping boats
- Landscape Marina ground

#### Saint Vincent's Home 2006-2009

##### \*Lead Counselor

- This required being able to work independently, overseeing and maintaining order and safety in residential cottage, ordering food supplies, maintained nightly reports, organized off grounds events.
- Drove residents to appointments and family visits
- Attended TEAM meetings regarding residents progress and services provided
- Compiled progress notes on residents for charts

- Dispensed medications to residents and kept accurate records in New Bedford group home
- Relayed shift reports to oncoming staff
- Started as a Residential Counselor and was promoted to Lead Counselor

#### Fall River Park Department 2001-2005

##### \*Laborer

- This required working as a team member to maintain the parks throughout the city, cutting grass and general up keep of all city grounds

#### Lightolier, Inc. 1977-2000

##### \*Lead Person/Fork Lift Operator

- This required being able to work independently
- Supervised 8 team members
- Ordered packing supplies
- Shipping and receiving duties, in charge of in-coming freight
- Dealt daily with outside vendors and freight carriers
- Annual inventory responsibilities
- Ordering labeling supplies
- Kept ISO documents updated
- Dealt with customers in a professional manner

##### \*Assembly Pakcer

- Worked on a fast paced assembly ine
- Assembled ISO quality lighting fixtures
- Kept up with incentive rates and orders

##### \*Metal Roller

- Cut and trim aluminum in order to keep Assembly Line going

#### Education

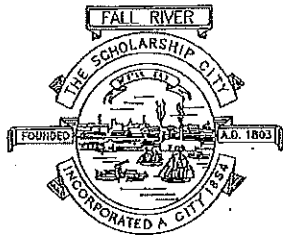
Graduated from B.M.C Durfee High School in 1977

#### Skills

- Forklift training
- CPR training
- Hazardous Materials training
- Behavioral Management training
- First Aid training

#### References

CPA-alfredo Franco	508-676-3925
Paul Ferrara	774-930-2949
Rosemary Joseph	508-676-6331



**City of Fall River  
Massachusetts  
Office of the Mayor**

3

RECEIVED

2018 DEC 27 P 3:53

CITY CLERK  
FALL RIVER, MA

**JASIEL F. CORREIA II**  
*Mayor*

December 27, 2018

Honorable Members of the City Council  
One Government Center  
Fall River, MA 02722

**RE: Sewer Commission**

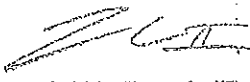
Mr. President and Members of the Honorable Council:

I hereby request the confirmation of the City Council for the following reappointment:

Ronald L. Bernier  
191 No. Eastern Avenue  
Fall River, MA 02723

As a member of the Sewer Commission with a term commencing 12/27/2018 and expiring 12/27/2023.

Thank you for your favorable consideration in this regard.

  
Jasiel F. Correia II  
Mayor

191 No. Eastern Avenue  
Fall River, MA 02723

Phone (508) 677-5584  
rbernier@mbministries.org

Ronald L. Bernier

3

## Experience

1995–Present **Master Builder Ministries, Inc.**, Fall River, MA

### President

- Founder and Senior Pastor of Master Builder Ministries, Inc.
- Established East Gate Christian Academy, K-12 Private School
- Headmaster of East Gate Christian Academy
- Manager and Developer of a 30,000 sq. ft. facilities including arranging lease agreements with other non-profit corporations
- Supervised 20+ employees and numerous volunteers over the ministry spectrum
- Teach locally, nationally and internationally the principles of leadership
- Serve as the President on the Board of Directors of Ministry to Education and Equip (MTEE)
- Team member, Barnabas Ministries – equipping pastors on the continent of Africa (Ghana, Kenya and Zimbabwe)
- Field training alumni for Vision Christian University – teaching Masters and Doctoral students in Ukraine and Belarus (10 cohorts from 2004-present)
- Certified Leader for The Antioch School of Church Planting and Leadership Development
- Founder of MBILD (Master Builder Institute for Leadership Development); Training 40 Brazilian Pastors in a Master's of Theology
- Apostolic / Administrative oversight – Light of the World Christian Church in Milford, NH (Kingdom Covenant Association)
- Authored several books including: *Shades of Gray: Discerning the Standard of Christian Ethics*; *Powerful Living*; *Fruitful Living*; *Rise Up and Build: Transforming Principles in the Life and Ministry of Nehemiah*; *Principles and Practice of Pastoral Ministry*; *Parenting To Impact Generations*; *Christian Foundations*; *Ministerial Ethics*; *A Covenant of Faithfulness*; *Sitting at the Master's Feet: A Daily Devotional*; and *Sitting at the Master's Feet: Volume II*.
- Member of the Fall River Sewer Commission since 2012

1988–1995 **Christian Life Fellowship**, Rehoboth, MA

**Assistant Pastor & Church Administrator**

- Directed and developed the Christian Education program
- Implemented a computer system for financial management
- Responsible for budget allocations and financial forecasting

1978–1988 **RLB Construction & Management Co., Inc.**, Dighton, MA

**Owner**

- Construction Manager for commercial and residential projects
- Employed 18 men and many sub-contractors
- Built numerous houses, an award winning condominium project of 11 units in Providence, RI, 9-unit condominium project in Jamestown, RI, a 40-unit Time Share in Newport, RI, and other subdivisions

1979–1983 **City of Fall River**, Fall River, MA

**Engineer**

- Set grades on preliminary and final surveys
- Drafted plans, made preliminary cost estimates, calculated and recorded data on projects and surveys, inspected projects and drew up specifications

**Education**

1993 **Vision Christian University**, Ramona, CA

- **Doctorate of Ministry** (graduated *summa cum laude*)

1989 **Vision Christian University**, Ramona, CA

- **M.T.S. in Theological Studies** (graduated *summa cum laude*)

1982 **Roger Williams College**, Bristol, RI

- **B.S. Civil Engineering** (graduated *magna cum laude*)

**References**

References will be given upon request.

Communication and Order – Parking Facilities controlled by the RDA be transferred back to the City

## CITY OF FALL RIVER

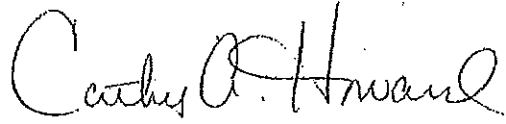
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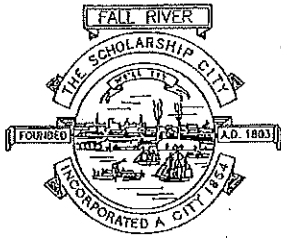
To the City Council

Councillors:

The Committee on Real Estate, at a meeting held on December 18, 2018, voted unanimously to recommend the communication and order be referred to full Council for action.



Assistant Clerk of Committees



**JASIEL F. CORREIA II**  
Mayor

**City of Fall River**  
**Massachusetts**  
Office of the Mayor

4  
RECEIVED

2018 OCT 18 P 2:58

CITY CLERK  
FALL RIVER, MA

October 18, 2018

Honorable City Council  
One Government Center  
Fall River, Massachusetts 02722

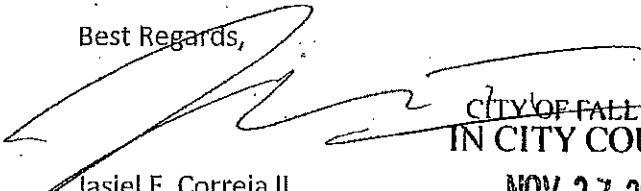
Councilors:

As part of the City's efforts to revitalize our Central Business District, we have acknowledged the parking constraints being confronted by visitors and employees within the District. The City's Traffic Department has been assessing the resources available within the downtown and has advised my Administration that the parking facilities currently controlled by the Fall River Redevelopment Authority (RDA) would afford the City an opportunity to develop a comprehensive, parking management strategy. As said garages and flat surface parking areas were originally transferred from the City to the RDA, we are respectfully requesting that these properties be transferred back to the City.

At a meeting of the Redevelopment Authority held on October 10, 2018, the Board voted to authorize their counsel to prepare for the transfer pending City Council acceptance of assets.

As this transfer is subject to approval by the Fall River City Council, I respectfully request that the matter be referred to the Real Estate Committee. My Administration is preparing a financial proforma for the garages and additional engineering information will be provided. Your favorable decision in this regard is respectfully requested.

Best Regards,

  
Jasiel F. Correia II  
Mayor

CITY OF FALL RIVER  
IN CITY COUNCIL

NOV 27 2018

*Referred to the  
Committee on Real Estate*

CITY OF FALL RIVER  
IN CITY COUNCIL

OCT 23 2018

*Referred to the Committee  
on Finance*

*Tabbed  
12/4/18*

One Government Center • Fall River, MA 02722

TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL [mayor@fallriverma.org](mailto:mayor@fallriverma.org)

4

City of Fall River, MA  
Parking Garage Projections

	Source: BBP Financial Statements				
	2014	2015	2016	Projection	Comments/Assumptions
<b>Third St</b>					
Monthly 7 Day	30,620.00	31,480.00	30,195.50	30,000.00	Assume same
Monthly 5 Day	119,610.00	120,457.00	122,595.00	120,000.00	Assume same (approx 40 City employees @ \$45)
Post Office	28,920.00	29,400.00	29,400.00	37,800.00	70 spaces (same) x \$45 rather than \$35
Daily	133,174.00	149,562.00	139,612.86	70,000.00	Assume 2 floors will remain close
Other Income		125.00			
Interest Income	41.00	48.00	42.00		
Subtotal	312,365.00	331,072.00	321,845.36	257,800.00	
<b>Pearl Street</b>					
99 Main Parking, LLC	77,875.00	98,700.00	83,825.00	81,000.00	150 spaces (same) x \$45 rather than \$35
Monthly 5 Day	34,361.00	37,185.00	42,400.00	40,000.00	Approximately 75 spaces
Daily					
U-Mass	21,000.00	8,025.00			
Cherry Webb			4,800.00		
Other Income	840.00	250.00	300.00		
Interest Income	6.00	7.00	7.00		
Subtotal	134,082.00	144,167.00	131,332.00	121,000.00	Under utilized only 225 spaces of the 382 filled
<b>Capital Improvements:</b>					
Interest Income	170.00	108.00	118.00		
Total	446,617.00	475,347.00	453,295.36	378,800.00	
<b>Salaries-Incl benefits</b>					
Third St	120,963.00	142,361.00	122,889.00		
Pearl St	50,796.00	70,796.00	63,806.00		
Subtotal	171,759.00	213,157.00	186,695.00		
<b>Operating:</b>					
Liability Insurance	17,825.00	17,082.00	16,698.75		City is self insured
Electricity	16,356.42	16,102.51	15,294.84	16,000.00	Estimate based on historical data
Capital Improvements				50,000.00	Assume for the first year or two more than normal maintenance
Repairs & Maint	16,852.00	21,360.00	20,388.67		
Preventive Maint	31,659.00	47,937.00	85,998.00		
Landscapping	3,205.00	400.00	1,983.00	1,000.00	clean up and small plants
Parking Claims Tickets & Tags	1,494.38	1,698.88	1,210.87	1,500.00	assume approx the same
Water/Sewer	5,647.88	5,652.64	6,054.68	7,000.00	estimated
Supplies	1,508.39	2,240.00	244.00	5,000.00	painting/stripping etc
Snow & Ice	28,530.00	50,685.82	18,760.00	30,000.00	Allocation of snow & ice cost
	123,078.07	163,158.85	166,632.81	110,500.00	
<b>Other:</b>					
Bank Fees		5.00	25.00		
Data Process	12,900.00	14,036.00	14,070.00		none - will use MUNIS
Office Space	1,230.00	1,940.00	2,490.00		none - traffic dept will assume responsibility
Telephones	4,176.87	3,396.93	2,937.69		none - additional lines not necessary
Audit	11,550.00	11,550.00	12,450.00		none - part of city audit going forward
Office Expense	4,899.03	6,383.38	10,446.69	2,000.00	printing, ticket etc.
Management Fee	45,000.00	15,000.00	15,000.00		none - part of RDA agreement with BBP
City of Fall River/RDA	39,523.75	37,200.00	37,200.00		none - part of RDA agreement with BBP
	119,279.65	89,505.31	94,619.38	2,000.00	
<b>Non-Cash:</b>					
Depreciation	22,329.00	33,297.00	32,284.00		
Total Expenses	436,445.72	499,118.16	480,231.19	112,500.00	Allocate 1/2 for each garage
Net Income	10,171.28	(23,771.16)	(26,935.83)	266,300.00	
<b>Marketing &amp; Repair Efforts:</b>					
Pearl St				80,000.00	Approx 150 spaces are avail @ \$45
Third St				75,000.00	After completion of repairs the 2nd & 3rd floors will re-open
				421,300.00	

Total spaces at Pearl Street including the outside is 382

Total spaces at Third Street including the outside is 220

Capital Items being considered:

Pay stations is the latest of unattended payment systems

Pay & Display which is where you pay at a Kiosk and display the ticket in your window

Pay by Plate where you don't get a receipt but instead enter your license plate at the Kiosk & system will recognize the paid time

# City of Fall River, *In City Council*

4

ORDERED, that the City Council of the City of Fall River hereby accepts, and authorizes the Mayor to accept, the transfer of land and buildings at 157 Third Street, Assessors Map N-19-0086 and N-19-0087, and 1 Pearl Street Assessors Map N-25-0001 from the Fall River Redevelopment Authority free from all encumbrances. Said conveyance to be by deed and in a form acceptable to Corporation Counsel

# City of Fall River, *In City Council*

8

ORDERED, that regular meetings of the City Council during 2019 shall be held as follows, and

BE IT FURTHER ORDERED that at said meetings the Committee on Finance shall begin at 6:00 PM, and the Regular Meeting of the City Council shall begin at 7:00 PM unless otherwise ordered:

January 8  
January 22  
February 12  
February 26  
March 12  
March 26  
April 9  
April 23  
May 14  
May 28  
June 11  
June 25  
July 16  
August 13  
September 3  
September 17  
October 8  
October 22  
November 12  
November 26  
December 3  
December 17

All meetings shall be held in the Council Chamber, Government Center.



City of Fall River  
Notice of Claim

9  
RECEIVED  
2018 DEC 17 A 10:38  
CITY CLERK #18-187  
FALL RIVER, MA

1. Claimant's name: WALTER TABAK
2. Claimant's complete address: 170 WILLIAM ST #409 F.R. MA. 02721
3. Telephone number: Home: 5086769457 Work: \_\_\_\_\_
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
BLOWN TIRE
5. Date and time of accident: 12-11 5:00PM Amount of damages claimed: \$ 107.20
6. Exact location of the incident: (include as much detail as possible):  
ON KING PHILIP ST BETWEEN KING & SOUTH MAIN ST
7. Circumstances of the incident: (attach additional pages if necessary):  
HIT POT HOLE AND CAUSE BUBLE IN TIRE
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 12-17-18

Claimant's signature: Walter Tabak

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Return this from to : City Clerk, 2<sup>nd</sup> Fl., One Government Center, Fall River, MA 02722

You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☒ DCM Date: 12/17/18



9

RECEIVED

City of Fall River  
Notice of Claim

2018 DEC 18 A 9:49

# 18-188

CITY CLERK FALL RIVER, MA

1. Claimant's name: USAA Casualty Insurance Company a/s/o Elizabeth Semple
2. Claimant's complete address: c/o Clerkin, Sinclair & Mahfouz, LLP; 530 B Street, 8th Floor, San Diego, CA 92101
3. Telephone number: Home: N/A Work: 972-905-6389
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
Vehicle damage.
5. Date and time of accident: 8/08/2018 at 2:11 P.M. Amount of damages claimed: \$ 10,647.94
6. Exact location of the incident: (include as much detail as possible):  
711 Middle Street in Fall River, Massachusetts
7. Circumstances of the incident: (attach additional pages if necessary):  
On August 8, 2018, USAA's insured vehicle was parked near 711 Middle Street in Fall River, Massachusetts, when it was struck on the left rear corner by a City of Fall River fire truck, driven by Thomas Goyette, resulting in property damage.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☒ Yes ☐ No  
USAA Casualty Insurance Company; c/o Clerkin, Sinclair & Mahfouz, LLP; 530 B Street, 8th Floor, San Diego, CA 92101

Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 12/7/18

Claimant's signature: [Signature]

Joanna Auchettl on behalf of USAA Casualty Insurance Company a/s/o Elizabeth Semple

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

**Return this from to : City Clerk, 2<sup>nd</sup> Fl., One Government Center, Fall River, MA 02722**

You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator

FRFD

Date: 12/18/18

SAHADY ASSOCIATES, P.C.

C o u n s e l l o r s   a t   L a w

Michael S. Sahady  
John M. Sahady  
Paul M. Sahady

399 North Main Street  
Fall River, MA 02720

Tel. 508-674-9444 Fax 508-674-8430

December 10, 2018

The Honorable Jasiel F. Correia,  
Mayor of the City of Fall River  
1 Government Center  
Fall River MA 02721

City Clerk,  
City of Fall River  
1 Government Center  
Fall River MA 02721

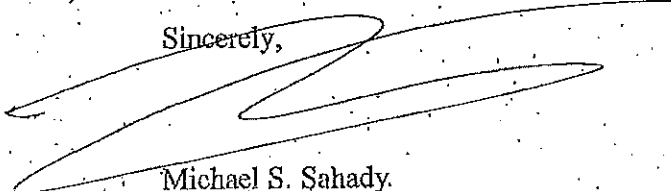
Re: Jorgie Hansen

RECEIVED  
2018 DEC 13 P 2:57  
CITY CLERK #18-189  
FALL RIVER, MA

Please be advised that I represent Ms. Jorgie Hansen of 137 East Main Street, Fall River who on or about July 7, 2018, suffered very severe injuries to her right leg as a result of work done on behalf of the City at the sidewalk of 117 East Main Street.

The work of the contractor exposed the foundation of a portion of the wall separating the City's sidewalk from 117 East Main Street thereby causing the wall to be deprived of any support and causing it to collapse on Ms. Hansen's right leg, causing her the severe injuries that she sustained and for which Ms. Hansen claims damages from the City.

Sincerely,



Michael S. Sahady.

MSS/app.

cc: Bizko Contracting Corp.  
Mr. Scott M. Wilkinson and  
Mrs. Gorete R. Wilkinson



18-190

9

RECEIVED

City of Fall River  
Notice of Claim

2018 DEC 20 P 2:30

1. Claimant's name: Christina Catelli and Tequila Lime Cantina, Inc. (a Massachusetts corporation)
2. Claimant's complete address: 197 Bank Street, Fall River, MA 02720
3. Telephone number; Home: 508-612-5406 Work: 774-365-4850
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
5. Date and time of accident: Summer 2018 Amount of damages claimed: \$ 36,782.30  
6/4/18 & 8/4/18
6. Exact location of the incident: (include as much detail as possible):  
Tequila Lime Restaurant located at 197 Bank Street, Fall River, MA
7. Circumstances of the incident: (attach additional pages if necessary):  
Negligence of the City of Fall River and/or its Contractors, during public works project on corner of Bank Street and Purchase Street. The construction company left sidewalks removed which left my basement completely exposed. The basement was completely flooded on 6/4/18 and again on 8/4/18 causing damage to property. In addition, I suffered a significant loss of business due to the ongoing construction project, closure of sidewalks, closure of street corner, etc... throughout the months of June, July and August 2018 (see attached summary of damages)
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☒ Yes ☐ No  
Liberty Mutual

Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 2018

Claimant's signature

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Return this form to: City Clerk, 2<sup>nd</sup> Fl., One Government Center, Fall River, MA 02722

You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:

Copies forwarded to: ☐ City Clerk ☒ Law ☒ City Council ☒ Engineering ☐ City Administrator ☒ DCMDate: 12/20/18

**Stillman  
&  
Associates, P.C.**  
**ATTORNEYS AT LAW**

51 Mill Street, Suite 11  
Hanover, MA 02339  
T (781) 829-1077  
F (781) 829-2077

RECEIVED

2018 DEC 26 A 11:37

Rhode Island Office  
(401) 787-4241

CITY CLERK 18-191  
FALL RIVER, MA

December 18, 2018

SENT PURSUANT TO MGL ch. 258

Alison M. Bouchard, City Clerk  
One Government Center, Room 227  
Fall River, MA 02722

RE: Insured: Kerrie Hall  
Date of Loss: 03/19/2018

Dear Ms. Bouchard:

We have been retained by Plymouth Rock Assurance Company to recover for property damage resulting from an accident that took place on March 19, 2018 at the intersection of Rodman Street and Second Street in Fall River. On that date, a police cruiser operated by Fall River employee Michael Silvia and owned by the City of Fall River (Registration No. MPC112) struck a vehicle owned by Kerrie Hall and operated by Robert Resendes.

Due to your employee's negligence, Ms. Hall's vehicle was damaged. Plymouth paid its insured for those damages and is now seeking to pursue its subrogation rights against the City of Fall River to recover \$3,459.36 for this loss.

As the city's liability for this loss is apparent, we hope that this matter can be resolved quickly, without the additional efforts and expenses of litigation. Please feel free to contact my office if you would like to discuss settlement of this claim. Otherwise, we will file suit according to the terms of Mass. Gen. Laws ch. 258.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

David H. Stillman, Esq.

1/2/2019  
City Clerk  
City Council  
Law Dept.  
Police

**Stillman  
&  
Associates, P.C.**  
**ATTORNEYS AT LAW**

51 Mill Street, Suite 11  
Hanover, MA 02339  
T (781) 829-1077  
F (781) 829-2077

RECEIVED  
2018 DEC 26 A 11:37 Rhode Island Office  
(401) 787-4241  
CITY CLERK 18-192  
FALL RIVER, MA

December 18, 2018

SENT PURSUANT TO MGL ch. 258

Alison M. Bouchard, City Clerk  
One Government Center, Room 227  
Fall River, MA 02722

RE: Insured: Kimberly Ann Gillette  
Date of Loss: 12/17/2017


Dear Ms. Bouchard:

We have been retained by Plymouth Rock Assurance Company to recover for property damage resulting from an accident that took place on December 17, 2017 at the intersection of Highland Ave and Corbett Street in Fall River. On that date, a plow truck operated by Fall River employee Michael Desousa and owned by the City of Fall River (Registration No. M90342) struck a vehicle owned by Kimberly Gillette and operated by Joshua Costa.

Due to your employee's negligence, Ms. Gillette's vehicle was damaged and two passengers were injured and received PIP payments. Plymouth paid its insured for those damages and is now seeking to pursue its subrogation rights against the City of Fall River to recover \$9,733.84 for this loss.

As the city's liability for this loss is apparent, we hope that this matter can be resolved quickly, without the additional efforts and expenses of litigation. Please feel free to contact my office if you would like to discuss settlement of this claim. Otherwise, we will file suit according to the terms of Mass. Gen. Laws ch. 258.

Thank you in advance for your prompt attention to this matter.

Very truly yours,  
  
David H. Stillman

1/2/2019  
City Clerk  
City Council  
Law Dept.  
DCM



RECEIVED

2019 JAN -2 A 11:39

CLERK 19-01  
FALL RIVER, MACity of Fall River  
Notice of Claim

1. Claimant's name: JOHN A. VARAO
2. Claimant's complete address: 1402 HIGHLAND AVE FALL RIVER MA 02720
3. Telephone number: Home: 508 678-6104 Work: 508-801-9577
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):  
TIRE DESTROYED IN POT HOLE
5. Date and time of accident: 12/28/18 6:30 PM Amount of damages claimed: \$ 170.05
6. Exact location of the incident: (Include as much detail as possible):  
310 SHOVE ST FALL RIVER
7. Circumstances of the incident: (attach additional pages if necessary):  
7 WEEK OLD TIRE WAS DESTROYED AFTER HITTING POT HOLE  
ON SHOVE ST. ORIGINAL TIRE WAS PURCHASED ON 11/3/2018  
THE TIRE WAS PUNCTURED ON THE SIDE AFTER HITTING THE  
POTHOLE. THE SAME TIRE HAD TO BE REPAIRED FOR \$170.05
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 12/29/2018Claimant's signature: [Signature]

WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

**Return this from to : City Clerk, 2<sup>nd</sup> Fl., One Government Center, Fall River, MA 02722**

You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☒ DCMDate: 1/2/19



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

10

# Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

2018 DEC 17 A 11:21

Matthew A. Beaton  
Secretary

CLERK  
FALL RIVER, MA

Martin Suuberg  
Commissioner

December 14, 2018

Vanasse Hangen Brustlin, Inc.  
c/o Daniel Padien  
99 High Street, 10<sup>th</sup> Floor  
Boston, MA 02110

**Re: Draft Waterways License - Waterways License Application No: W18-5361**  
MassDOT South Coast Rail Project, 2680 North Main St, Taunton River, Fall River, Bristol County

Dear Mr. Padien:

The Department of Environmental Protection Waterways Regulation Program (the "Department") has tentatively approved the above referenced Waterways License Application. Pursuant to 310 CMR 9.14(2)(b), a Draft Waterways License is enclosed with a copy being sent to the people/parties copied hereon.

A final Chapter 91 Waterways License shall be issued twenty-one (21) days from the date of the issuance of this Draft License if the Department has not received a written request, by certified mail, for an adjudicatory hearing pursuant to 310 CMR 9.17(2). Final Mylar License Plans will be required upon notice from the Department and prior to issuance of the Chapter 91 License.

## NOTICE OF APPEAL RIGHTS

### **Who has the right to appeal?**

The following persons shall have the right to an adjudicatory hearing concerning this decision by the Department to grant or deny a license or permit, in accordance with 310 CMR 9.17(1): (a) an Applicant who has demonstrated property rights in the lands in question, or which is a public agency; (b) any person aggrieved by the decision of the Department to grant a license or permit who has submitted written comments within the public comment period; (c) ten (10) residents of the Commonwealth who, pursuant to M.G.L. Chapter 30A, § 10A, have submitted comments within the public comment period with at least 5 of

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-6751.  
TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

the 10 residents residing in the municipality(s) in which the license or permitted activity is located. The appeal shall clearly and specifically state the facts and grounds for the appeal and the relief sought, and each appealing resident shall file an affidavit stating the intent to be part of the group and to be represented by its authorized representative; (d) the municipal official in the affected municipality who has submitted written comments within the public comment period; and (e) CZM, for any project identified in 310 CMR 9.13(2)(a) for CZM participation or 310 CMR 9.13(2)(b) for DCR participation, if it has filed a notice of participation within the public comment period.

**How can I request an adjudicatory hearing?**

A person requesting an adjudicatory hearing must submit a "Notice of Claim" to the Department, with a copy of the MassDEP Adjudicatory Hearing Fee Transmittal Form and include the details specified below, within twenty-one (21) days of the date of issuance of this decision. The MassDEP Adjudicatory Hearing Fee Transmittal Form is available at the following website: <http://www.mass.gov/eea/docs/dep/service/adr/adjherfm.doc> The Notice of Claim must be made in writing and sent by certified mail or hand delivery to:

MassDEP  
Case Administrator  
One Winter Street, 2nd Floor  
Boston, MA 02108

A copy of the complete Notice of Claim must be sent at the same time by certified mail or hand delivery to: (1) the Applicant, (2) the municipal official of the city or town where the project is located, and (3) the issuing office of the MassDEP, which in this case is located at:

MassDEP  
Waterways Regulation Program  
One Winter Street, 5th Floor  
Boston, MA 02108

The MassDEP Adjudicatory Hearing Fee Transmittal Form and a valid check payable to "The Commonwealth of Massachusetts" in the amount of one hundred dollars (\$100) must be mailed to:

MassDEP  
Commonwealth Master Lockbox  
P.O. Box 4062  
Boston, MA 02211

**What information must be included in the hearing request?**

Pursuant to 310 CMR 9.17(3), any Notice of Claim requesting an adjudicatory hearing must include the following information:

- (a) the MassDEP Waterways Application File Number;
- (b) the complete name, address, fax number and telephone number of the Applicant;
- (c) the address of the project;
- (d) the complete name, address, fax number, and telephone number of the party filing the request and, if represented by counsel, the name, address, fax number, and phone number of the attorney;
- (e) if claiming to be a person aggrieved, the specific facts that demonstrate that the party satisfies the definition of "aggrieved person" found in 310 CMR 9.02;
- (f) a clear statement that a formal adjudicatory hearing is being requested;
- (g) a clear statement of the facts which are the grounds for the proceedings, the specific objections to the MassDEP's written decision, and the relief sought through the adjudicatory hearing, including

10

- specifically the changes desired in the final written decision; and
- (h) a statement that a copy of the request has been sent to: the Applicant and the municipal official of the city or town where the project is located.

#### Dismissal of request

The request for appeal will be dismissed if the filing fee is not paid, unless the appellant is exempt or is granted a waiver.

#### Exemptions

The filing fee is not required if the appellant is a city or town (or municipal agency), county, or district of the Commonwealth of Massachusetts, or a municipal housing authority.

#### Waiver

The Department may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.

Please contact Frank Taormina of my staff at [frank.taormina@mass.gov](mailto:frank.taormina@mass.gov) or (617) 556-1198 if you have any questions.

Sincerely,



Ben Lynch  
Section Chief  
Waterways Regulation Program

Cc: Mayor Jasiel F. Correia II, City of Fall River  
Fall River City Council  
Fall River Planning Board  
Fall River Conservation Commission

Ecc: Massachusetts Department of Transportation  
Massachusetts Division of Marine Fisheries  
Massachusetts Office of Coastal Zone Management  
Kathleen Goncalo (Fall River Resident)  
Ron Arruda (Fall River Resident)

DRAFT WATERWAYS LICENSE  
AND SPECIAL CONDITIONS

Massachusetts Department of Transportation

of -- Boston -- in the County of -- Suffolk -- and Commonwealth aforesaid, has applied to the Department of Environmental Protection for license to ~~construct and maintain a railroad layover facility for the Massachusetts Bay Transportation Authority (MBTA) South Coast Rail Project with associated uses, structures, and fill, as further described below~~ -----

and has submitted plans of the same; and whereas due notice of said application, ~~and of the time and place fixed for a hearing thereon,~~ has been given, as required by law, to the -- Mayor and City Council -- of the -- City of Fall River; -----

NOW, said Department, having heard all parties desiring to be heard, and having fully considered said application, hereby, subject to the approval of the Governor, authorizes and licenses the said -----

Massachusetts Department of Transportation -- subject to the provisions of the ninety-first chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to -  
- construct and maintain a railroad layover facility for the MBTA South Coast Rail Project consisting of six (6) approximately 950-foot long railroad tracks with associated ballasts, bumpers, signals, guardrail, fencing, lighting, aboveground and underground utilities, access and service roads, stormwater management system with infiltration basin, vegetative screening; site grading and placement of 22,000-cubic yards of new fill on previously filled tidelands, and maintenance of an existing drainage system -----

on filled tidelands of the -- Taunton River-- at 2680 North Main Street -- in the -- City of Fall River -- and in accordance with the locations shown and details indicated on the accompanying Draft License Plan No. W18-5361 (Sheets 1-7), dated December 2018 -----

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No specific Legislative Authorizations and/or Licenses have been previously issued for the project site.

The structures authorized hereby shall be limited to the following uses: ancillary facility to a water-dependent public service project, conveyance of stormwater, aboveground and underground utilities, and vehicular roadway.

The structures authorized herein are valid for an unlimited term pursuant to 310 CMR 9.15(1)(c). The Department may amend the license to authorize a structural alteration upon written request by the licensee accompanied by appropriate plans.

**This License is subject to the following Special Conditions and Standard Conditions. These Special Conditions will be included, in substantially the same form, along with the Standard Conditions, with the Chapter 91 Waterways License to be issued pursuant hereto.**

Special Condition 1: The Licensee shall maintain all structures in accordance with the terms and conditions specified herein or this License may expire, pursuant to 310 CMR 9.25(1)(c).

Special Condition 2: Issuance of this authorization does not relieve the Licensee of the obligation to comply with all other applicable state and/or federal statutes or regulations. Any changes made to the project authorized herein will require further notification to and approval by the Department in accordance with the 310 CMR 9.05(1), 9.22(3) or 9.24.

Special Condition 3: All structures authorized under this License shall be constructed to meet the Engineering and Construction Standards pursuant to 310 CMR 9.37.

Special Condition 4: The Licensee shall allow agents of the Department to enter the project site to verify compliance with the conditions of this License.

Special Condition 5: All work authorized herein shall be completed within five (5) years of the date of license issuance. Said construction period may be extended by the Department for one or more one year periods without public notice, provided that the Applicant submits to the Department thirty (30) days prior to the end of the construction period, a written request to extend the period and provides adequate justification for said extension.

Special Condition 6: The Licensee shall request in writing that the Department issue a Certificate of Compliance within sixty (60) days completion of the licensed project, but in no event later than five (5) year from the date of license issuance, or any extension thereof, in accordance with 310 CMR 9.19(1). The request shall be accompanied by a certification by a registered professional

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engineer licensed to do business in the Commonwealth that the project was completed in accordance with the plans, specifications, and conditions of this License.

Please see Page 4 for additional conditions to this License

Duplicate of said plan, License No. (to be assigned) on file in the office of said Department, and original of said plan accompanies this License, and is to be referred to as a part hereof.

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STANDARD WATERWAYS LICENSE CONDITIONS

1. Acceptance of this Waterways License shall constitute an agreement by the Licensee to conform with all terms and conditions stated herein.
2. This License is granted upon the express condition that any and all other applicable authorizations necessitated due to the provisions hereof shall be secured by the Licensee prior to the commencement of any activity or use authorized pursuant to this License.
3. Any change in use or any substantial structural alteration of any structure or fill authorized herein shall require the issuance by the Department of a new License in accordance with the provisions and procedures established in Chapter 91 of the Massachusetts General Laws. Any unauthorized substantial change in use or unauthorized substantial structural alteration of any structure or fill authorized herein shall render this License void.
4. This License shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This License may be revoked after the Department has given written notice of the alleged noncompliance to the Licensee and those persons who have filed a written request for such notice with the Department and afforded them a reasonable opportunity to correct said noncompliance. Failure to correct said noncompliance after the issuance of a written notice by the Department shall render this License void and the Commonwealth may proceed to remove or cause removal of any structure or fill authorized herein at the expense of the Licensee, its successors and assigns as an unauthorized and unlawful structure and/or fill.
5. The structures and/or fill authorized herein shall be maintained in good repair and in accordance with the terms and conditions stated herein and the details indicated on the accompanying License Plans.
6. Nothing in this License shall be construed as authorizing encroachment in, on or over property not owned or controlled by the Licensee, except with the written consent of the owner or owners thereof. The Licensee stated that Weaver Cove Industrial Park, LLC was the property owner at the time the application was submitted.
7. This License is granted subject to all applicable Federal, State, County, and Municipal laws, ordinances and regulations including but not limited to a valid final Order of Conditions issued pursuant to the Wetlands Protection Act, M.G.L. Chapter 131, §40.
8. This License is granted upon the express condition that the use of the structures and/or fill authorized hereby shall be in strict conformance with all applicable requirements and authorizations of the MassDEP.
9. This License authorizes structure(s) and/or fill on:

\_\_\_\_\_ Private Tidelands - In accordance with the public easement that exists by law on Private Tidelands, the Licensee shall allow the public to use and to pass freely upon the area of the subject property lying between the high and low water marks, for the purposes of fishing, fowling, navigation, and the natural derivatives thereof.

**X**

\_\_\_\_\_ Commonwealth Tidelands - The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, upon lands lying seaward of the low water mark. Said lands are held in trust by the Commonwealth for the benefit of the public.

\_\_\_\_\_ Great Pond of the Commonwealth - The Licensee shall not restrict the public's right to use and to pass freely upon lands lying seaward of the high water mark for any lawful purpose.

\_\_\_\_\_ Navigable River or Stream - The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, in the waterway.

No restriction on the exercise of these public rights shall be imposed unless otherwise explicitly provided in this License.

10. Unless otherwise expressly provided by this License, the Licensee shall not limit the hours of availability of any areas of the subject property designated for public passage, nor place any gates, fences, or other structures on such areas in a manner that would impede or discourage the free flow of pedestrian movement thereon.

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The amount of tidewater displaced by the work hereby authorized has been ascertained by said Department, and compensation thereof has been made by the said -- Massachusetts Department of Transportation -- by paying into the treasury of the Commonwealth -- (N/A) -- for each cubic yard so displaced, being the amount hereby assessed by said Department (N/A)

Nothing in this License shall be so construed as to impair the legal rights of any person.

This License shall be void unless the same and the accompanying plan are recorded within 60-days from the date hereof, at the Registry of Deeds for the -- Fall River District -- of the County of -- Bristol --

~~IN WITNESS WHEREAS, said Department of Environmental Protection have hereunto set their~~  
hands this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

Commissioner \_\_\_\_\_

*Department of  
Environmental Protection*

~~Section Chief~~ \_\_\_\_\_

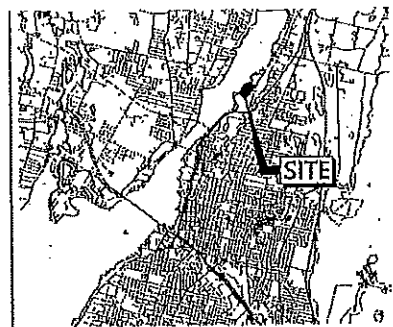
### THE COMMONWEALTH OF MASSACHUSETTS

This License is approved in consideration of the payment into the treasury of the Commonwealth by the said -- Massachusetts Department of Transportation -- the further sum of -- (N/A) -- the amount determined by the Governor as a just and equitable charge for rights and privileges hereby granted in the land of the Commonwealth.

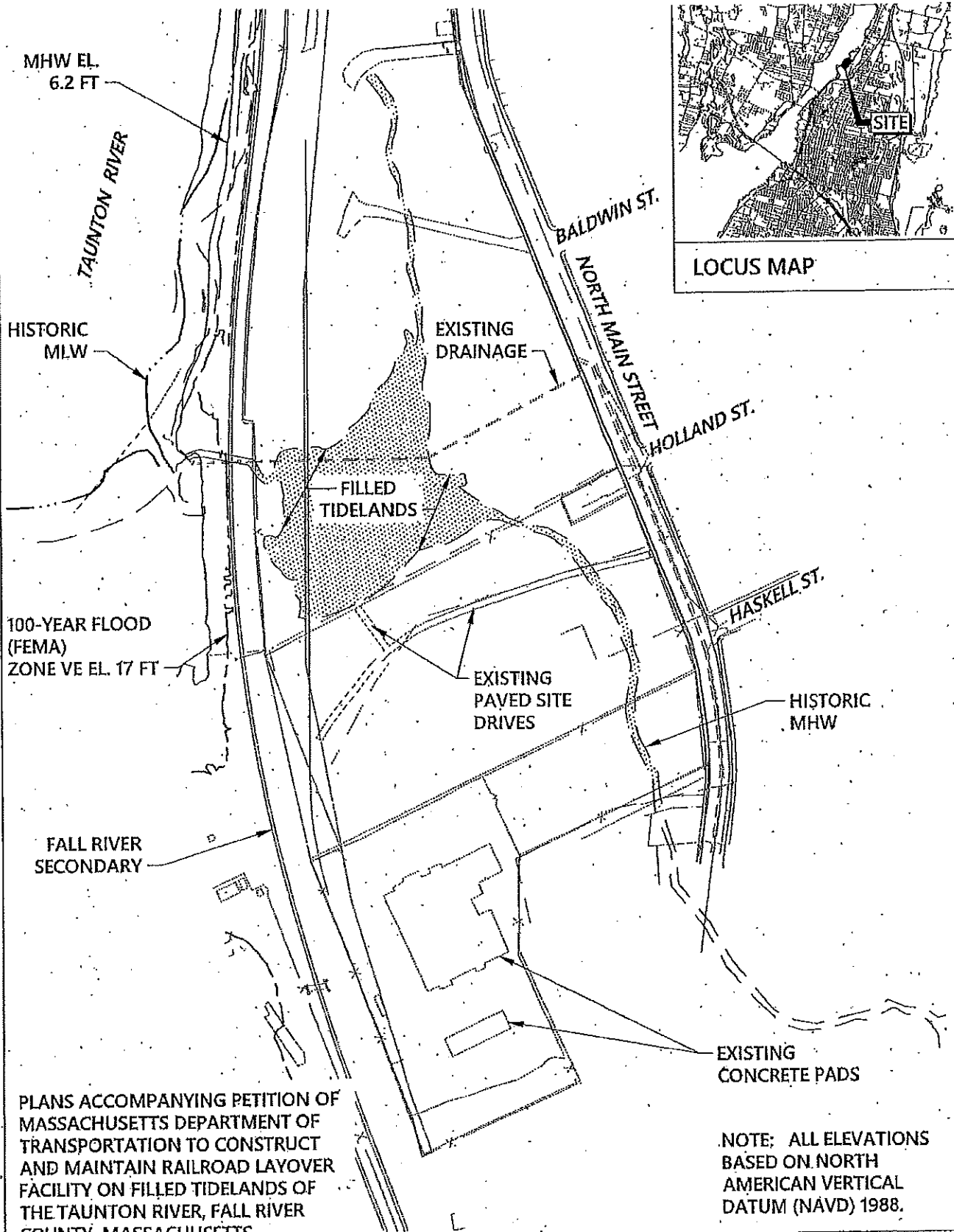
\_\_\_\_\_  
BOSTON,

~~Approved by the Governor.~~

\_\_\_\_\_  
Governor

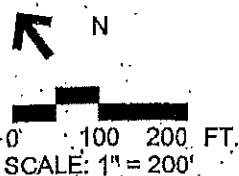


LOCUS MAP



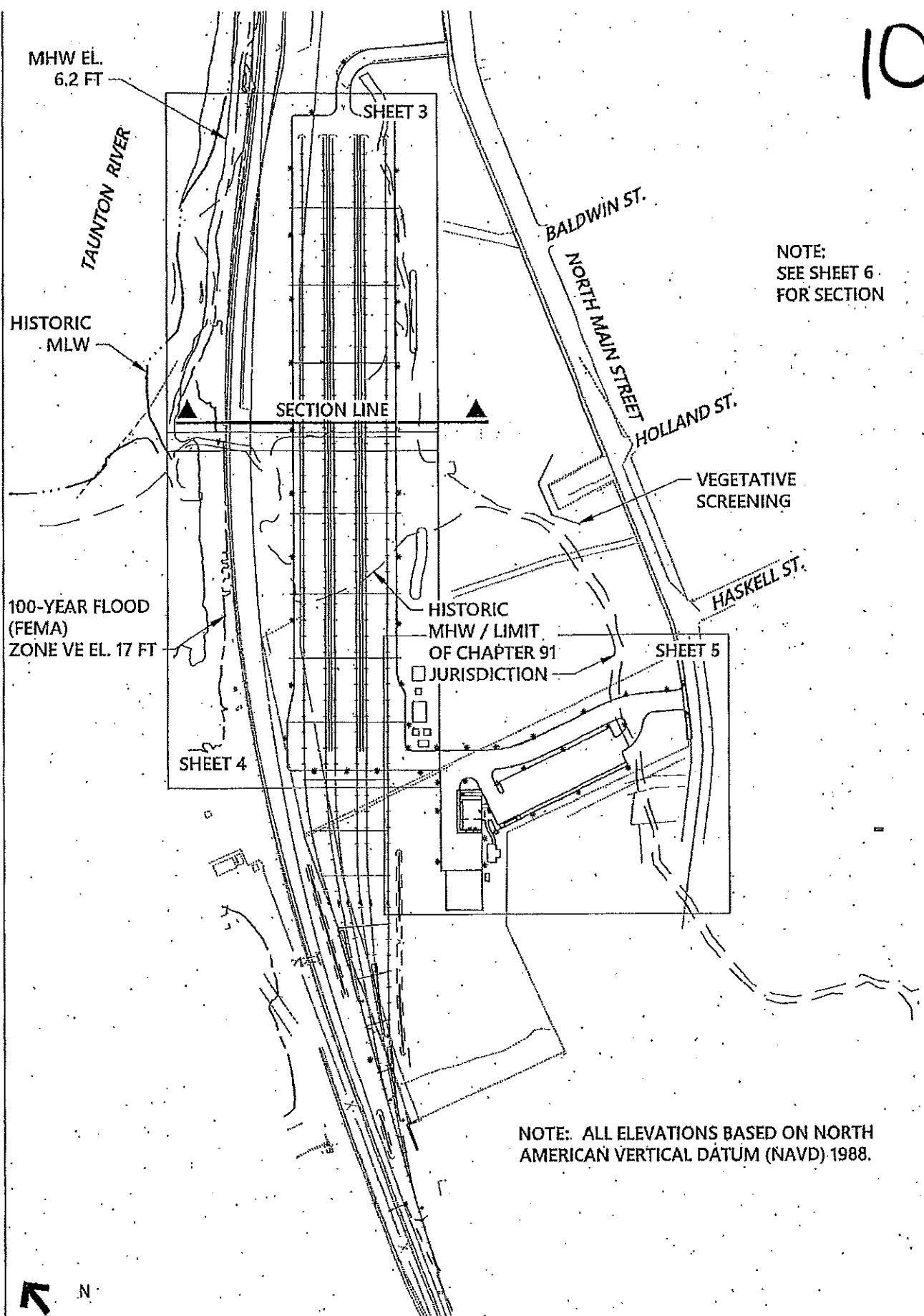
PLANS ACCOMPANYING PETITION OF MASSACHUSETTS DEPARTMENT OF TRANSPORTATION TO CONSTRUCT AND MAINTAIN RAILROAD LAYOVER FACILITY ON FILLED TIDELANDS OF THE TAUNTON RIVER, FALL RIVER COUNTY, MASSACHUSETTS

NOTE: ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.



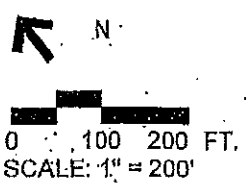
EXISTING CONDITIONS  
 SHEET 1 OF 7  
 DATE: DECEMBER, 2018

Draft Waterways License No. W18-5361



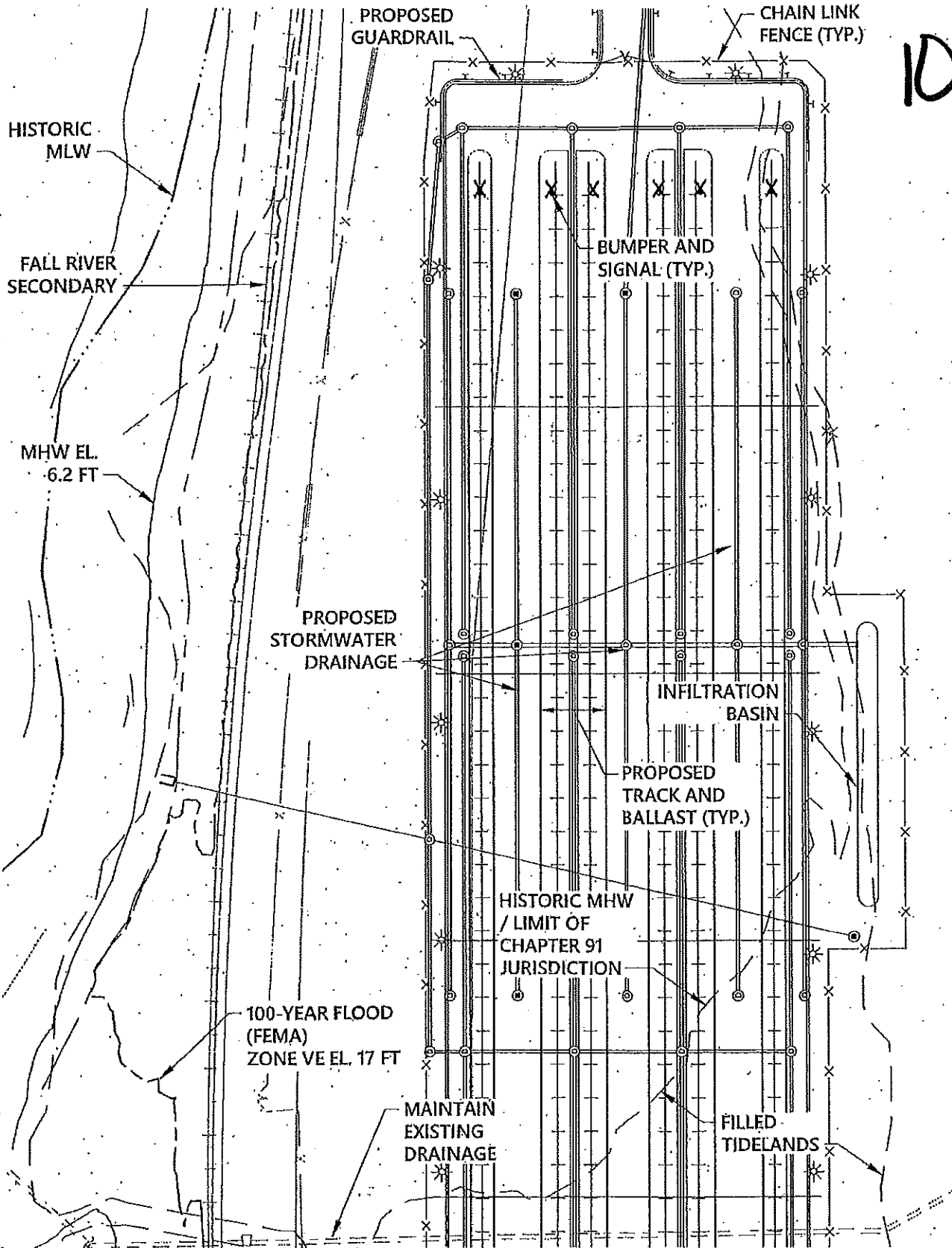
NOTE:  
SEE SHEET 6  
FOR SECTION

NOTE: ALL ELEVATIONS BASED ON NORTH  
AMERICAN VERTICAL DATUM (NAVD) 1988.



PROJECT OVERVIEW  
SHEET 2 OF 7  
DATE: DECEMBER, 2018

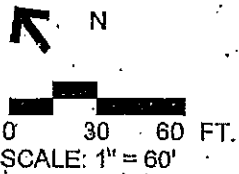
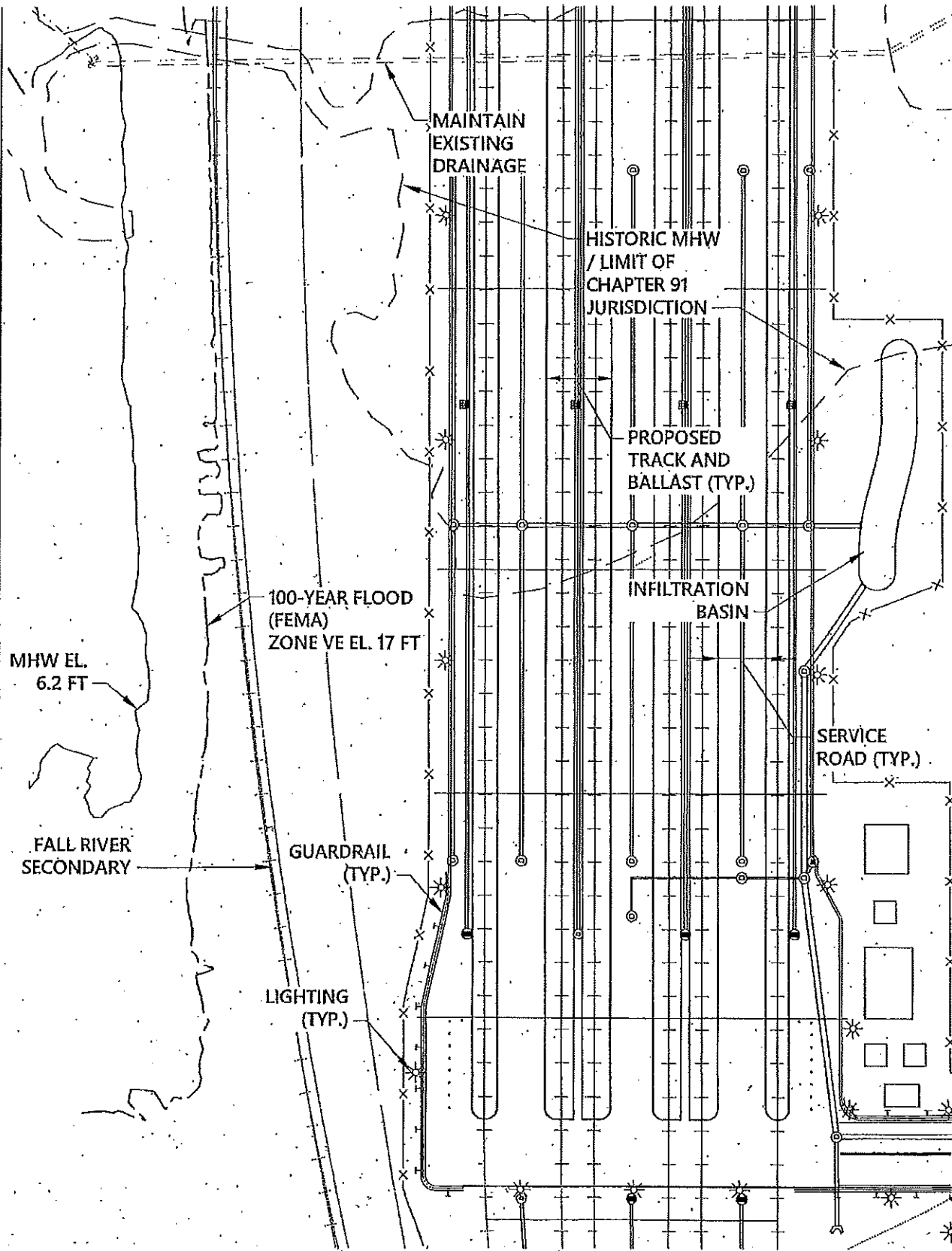
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0 30 60 FT.  
SCALE: 1" = 60'

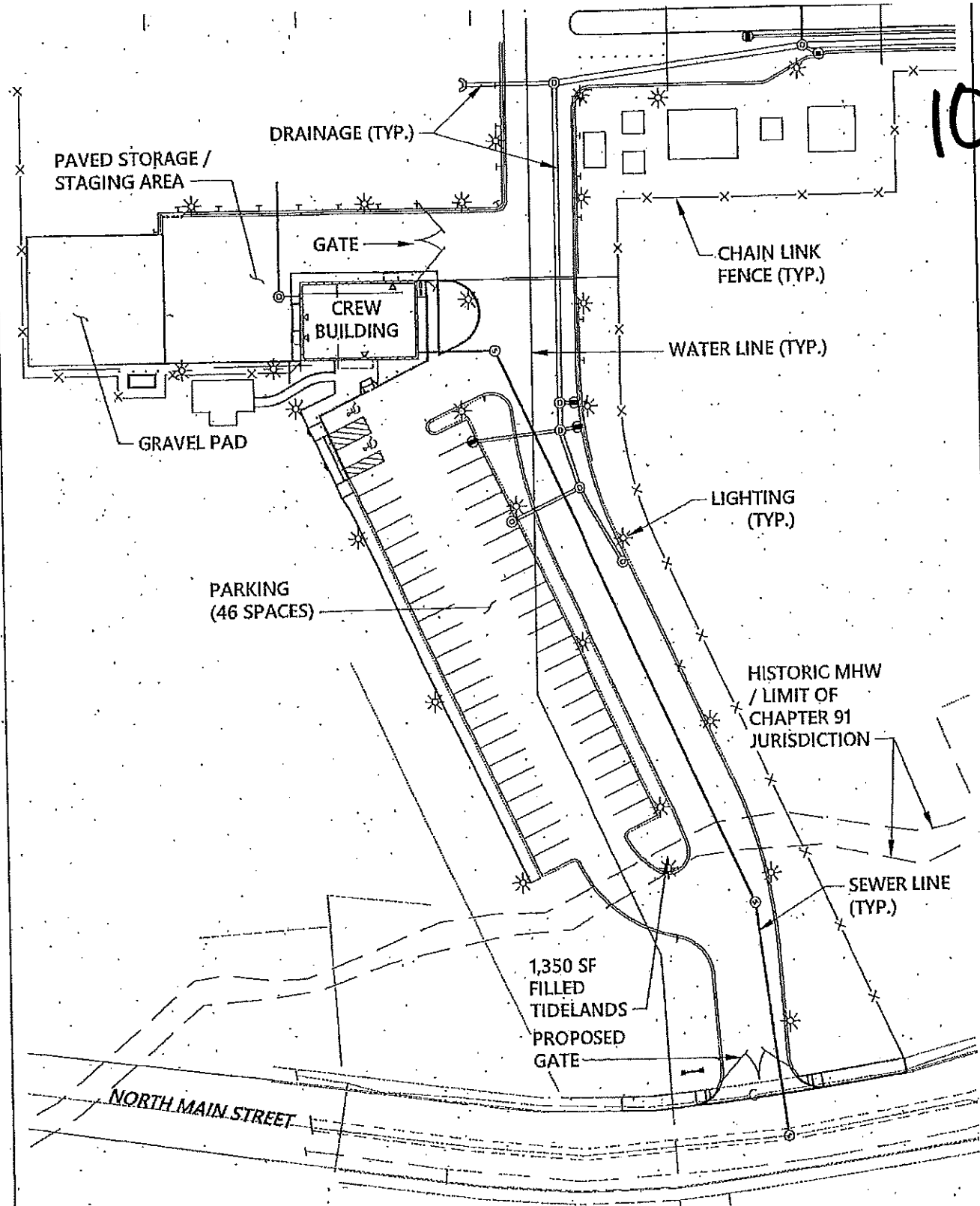
PROPOSED LAYOVER  
FACILITY

SHEET 3 OF 7  
DATE: DECEMBER, 2018



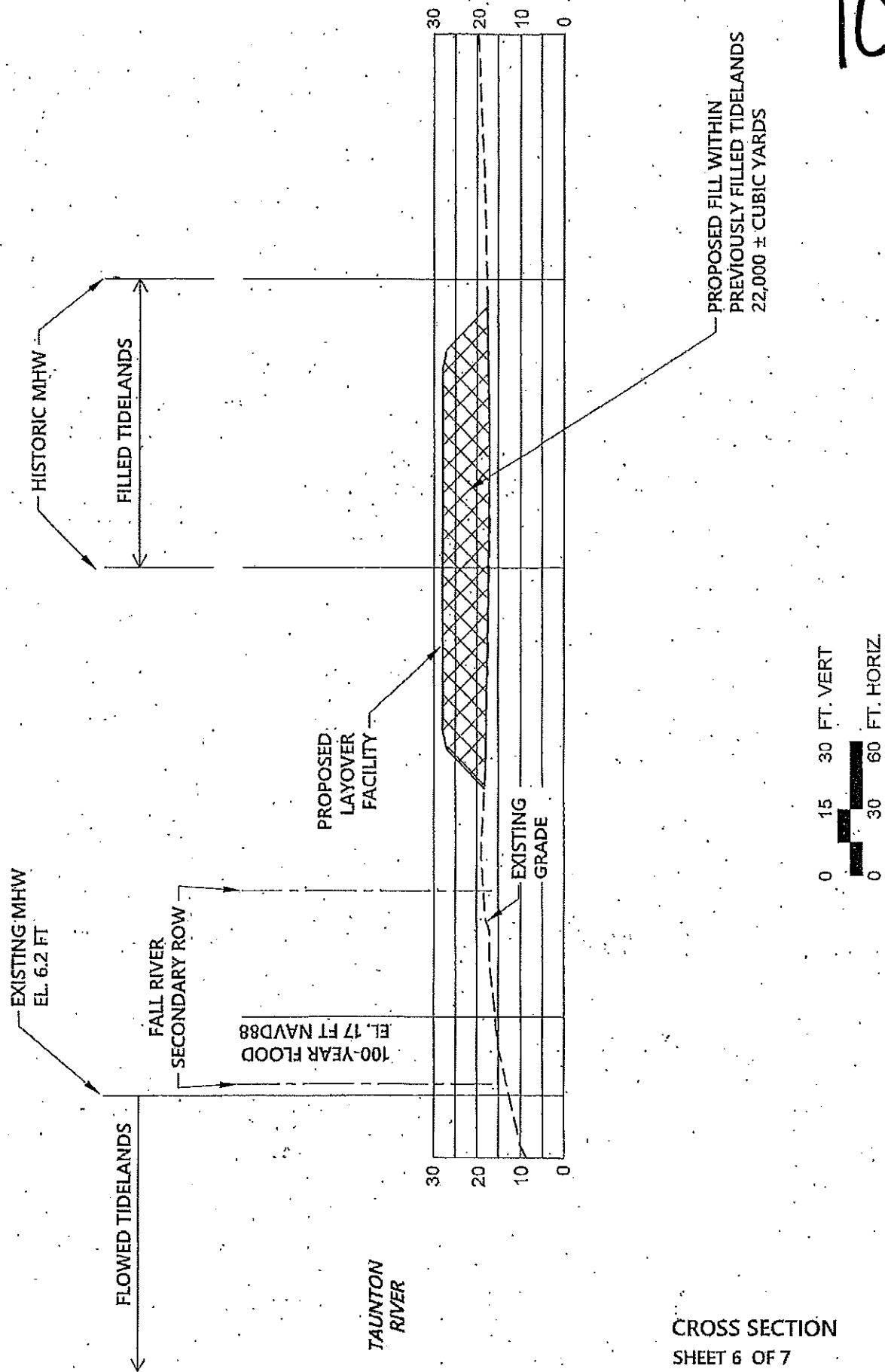
PROPOSED LAYOVER  
FACILITY  
SHEET 4 OF 7  
DATE: DECEMBER, 2018

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0. 30 60 FT.  
SCALE: 1" = 60'

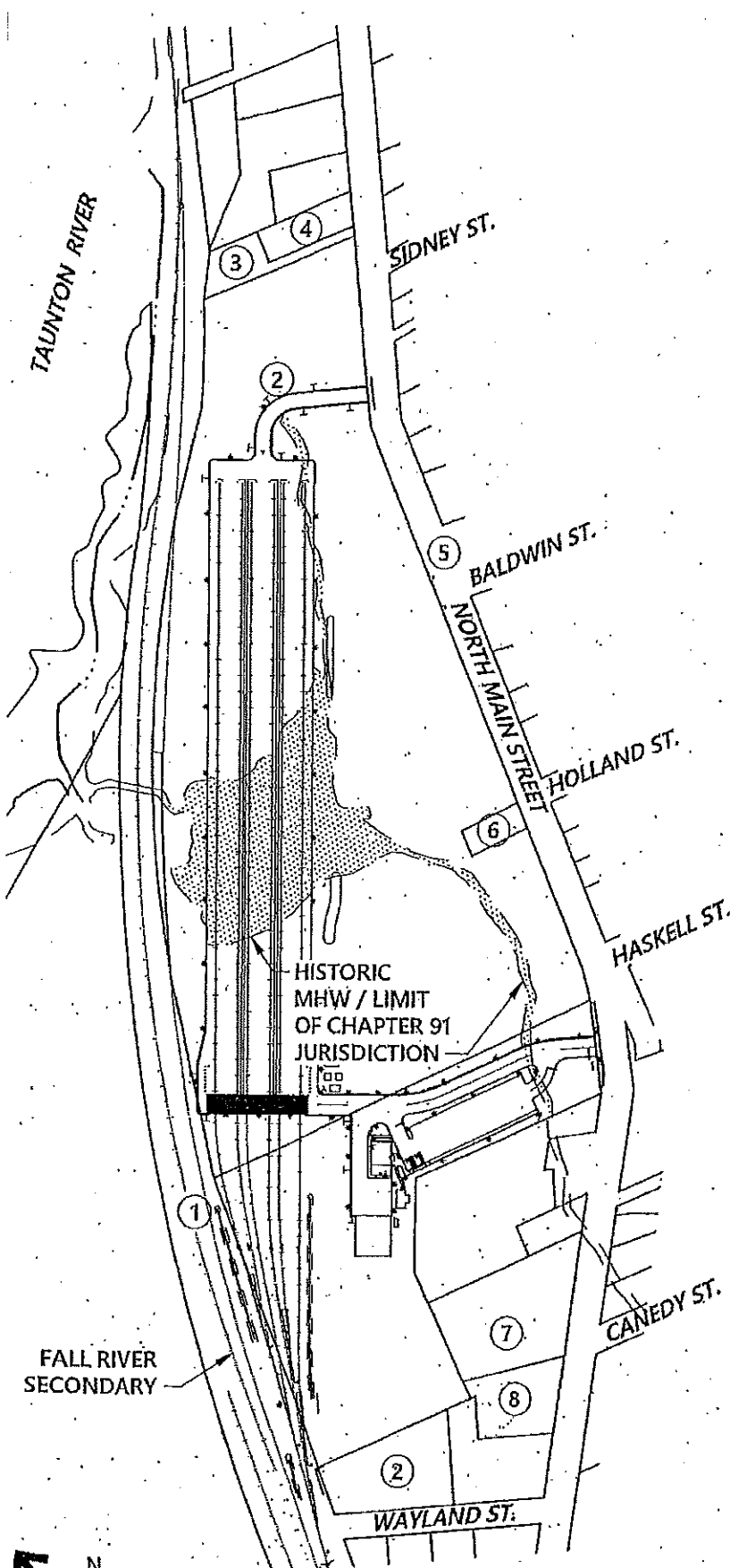
PROPOSED  
PARKING AREA  
SHEET 5 OF 7  
DATE: DECEMBER, 2018



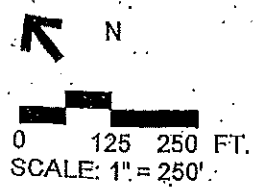
CROSS SECTION  
SHEET 6 OF 7  
DATE: DECEMBER, 2018

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1. RAILROAD ROW  
MASSDOT  
10 PARK PLAZA, SUITE 4160  
BOSTON, MA 02116
2. PARCEL T-01-0038, T-15-0033  
WEAVERS COVE INDUSTRIAL  
PARK LLC  
85-87 BOSTON ST  
EVERETT, MA 02149
3. PARCEL T-16-0029  
MATTHEW R HART  
2990 N MAIN STREET  
FALL RIVER, MA 02720
4. PARCEL T-16-0001  
DONALD HORNBY  
3000 N MAIN STREET  
FALL RIVER, MA 02720
5. NORTH MAIN STREET  
CITY OF FALL RIVER  
ONE GOVERNMENT CENTER  
FALL RIVER, MA 02722
6. PARCEL T-15-0005  
KATHLEEN GONCALO  
2804 N MAIN STREET  
FALL RIVER, MA 02720
7. PARCEL T-01-0036  
HENRY C LETENDRE  
2674 N MAIN STREET  
FALL RIVER, MA 02720
8. PARCEL T-01-0028  
COSTA DENNIS T TRUSTEE  
2634 N MAIN STREET  
FALL RIVER, MA 02720



**ABUTTERS PLAN**  
SHEET 7 OF 7  
DATE: DECEMBER, 2018

December 20, 2018

City Council President  
City of Fall River  
1 Government Center  
Fall River, MA 02722

2018 DEC 26 P 12:22

Dear City Council President:

In compliance with 333 CMR 11.06, 45 Day Yearly Operational Plan Public Notice, Review and Comment, please review National Grid's (New England Power Company and/or Massachusetts Electric Company) 2019 Yearly Operational Plan (YOP) at the following website (hard copy available upon request):  
[https://www9.nationalgridus.com/non\\_html/2019%20YOP.pdf](https://www9.nationalgridus.com/non_html/2019%20YOP.pdf)

Please review the enclosed YOP map(s) that locate the right-of-way corridors and the plotted location of known sensitive areas including public and private drinking water supplies. If there are any additional sensitive areas located on or near the rights-of-way, please advise us as soon as possible so we may establish permanent records and implement appropriate field protective actions. **We particularly rely on this process to collect corrections to the public wells and to record the location of private wells.**

A copy of the Environmental Monitor Notice is enclosed and published under the Massachusetts Environmental Policy Act (MEPA): <http://web1.env.state.ma.us/EEA/emepa/emonitor.aspx>

National Grid's YOP details specific information pertaining to the intended 2019 program. Please note that the YOP also lists the rights-of-way from the 2018 treatment program in case National Grid needs to request a "touch-up" retreatment of scattered locations from our contractor(s). If upon review of the previous year's treatments, National Grid finds a site(s) within your municipality that need follow-up treatments, this letter serves as notification of that follow-up treatment. The individual landowner(s) will be also be notified about this work.

This notification also serves as a 21 day herbicide application notification. As detailed in National Grid's Five Year Vegetation Management Plan (VMP) and Yearly Operational Plan (YOP), this treatment is conducted as a component of an integrated vegetation management (IVM) program that also utilizes mechanical and natural control techniques. National Grid's current Five Year Vegetation Management Plan (2019-2023) is posted at the following website (hard copy available upon request):  
[https://www9.nationalgridus.com/non\\_html/National%20Grid%20VMP%202019-2023.pdf](https://www9.nationalgridus.com/non_html/National%20Grid%20VMP%202019-2023.pdf)

As described in the VMP and YOP, the program will consist of a late winter-spring mechanical control, cut surface (CST), basal treatment, or dormant stem; a summer selective foliage or cut stubble, and, as necessary, fall CST, basal, or dormant stem treatments.

Potential Treatment Periods\*

February 11, 2019 – May 31, 2019	May 31, 2019 - Oct 15, 2019	Oct 15, 2019 – Dec 31, 2019
CST	Foliar	CST
Basal	CST	Basal
Dormant stem	Basal	Dormant Stem
	Cut stubble	

\* The exact treatment dates are dependent upon weather conditions and field crew progress.

In compliance with 333 CMR 11.06-11.07, no herbicide applications will occur before the conclusion of the 45 day YOP review period, the 21 day treatment notice and the 48 hour newspaper notice. At the end of these review periods, which can run concurrently, no application shall commence more than ten days before nor conclude more than ten days after the treatment periods listed above.

Commonwealth of Massachusetts recommended herbicides for use in sensitive areas listed in Section 7 (pages 13-15) of the YOP will be selectively applied to target vegetation by experienced, Massachusetts' licensed/certified applicators that walk along the rights-of-way using backpack equipment. Copies of the manufacturers' herbicide labels and fact sheets are also included in the YOP, Appendices 8 and 9.

The work will be performed by one of the following companies:

Lewis Tree Service, Inc.	Lucas Tree Experts	Stanley Tree	Vegetation Control Service, Inc.
300 Lucius Gordon Drive	12 Northbrook Drive	662 Great Road	2342 Main Street
West Henrietta, NY 14586	Falmouth, ME 04105	North Smithfield, RI	Athol, MA 01331
(585) 436-3208	(800) 339-8873	(401) 765-4677	(978) 249-5348

This informational 21-day notification is in compliance with Chapter 132B, section 6B of the Massachusetts General Laws, 333 CMR 11.05-11.07 Rights of Way Management and Chapter 85, Section 10 of the Acts of 2000. National Grid's vegetation management program is subject to federal and state regulations only. By statute, local permits or rulings are not applicable.

For inquiries concerning safety of the herbicides, please contact:

MDAR-Pesticide Division

ROW Coordinator

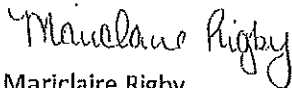
251 Causeway Street, Suite 500

Boston, MA 02114-2151

Telephone: (617) 626-1782

Please contact me if you have any questions about the application and monitoring of the vegetation control program.

Sincerely,



Mariclaire Rigby

Lead Vegetation Strategy Specialist

Enclosures: Environmental Monitor Notice  
Map(s)

CC: Board of Health, Conservation Commission, Private and Public Water Suppliers  
Lewis Tree Service or Lucas Tree Experts or Stanley Tree or Vegetation Control Service  
Massachusetts Department of Agricultural Resources

Municipality: Fall River

ROW#: 2028



# THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



## Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

MATTHEW A. BEATON  
Secretary

JOHN LEBEAUX  
Commissioner

### NOTICE

Pursuant to the provisions of the Rights-of-Way Management Regulations, 333 CMR 11.00, to apply herbicides to control vegetation along rights-of-way, a five year Vegetation Management Plan (VMP) and a Yearly Operational Plan (YOP) must be approved by the Massachusetts Department of Agricultural Resources (MDAR). National Grid has submitted and holds a current VMP, therefore, notice of receipt of a YOP and procedures for public review is hereby given as required by Section 11.06 (3).

National Grid has submitted a YOP to MDAR for 2019 and National Grid's YOP identifies the following municipalities as locations where they intend to use herbicides to treat their electric Rights-of-Way in 2019:

Abington	Franklin	Methuen	Southbridge
Adams	Georgetown	Millbury	Stockbridge
Andover	Gill	Monroe	Stoughton
Avon	Grafton	Monson	Sturbridge
Ayer	Great Barrington	Montague	Sutton
Bellingham	Greenfield	Newbury	Swansea
Billerica	Groton	Newburyport	Templeton
Brockton	Groveland	North Adams	Tewksbury
Chelmsford	Haverhill	North Andover	Tyngsborough
Clarksburg	Heath	Oxford	Ware
Colrain	Holbrook	Palmer	Webster
Dighton	Lawrence	Plainville	West Bridgewater
Douglas	Lee	Rockland	West Brookfield
Dracut	Lenox	Rowe	Westford
Dunstable	Leominster	Royalston	Whitman
East Bridgewater	Littleton	Saugus	Wrentham
Easton	Lynnfield	Sheffield	
Fall River	Marlborough	Shelburne	
Florida	Medway	Somerset	

In 2019 National Grid will conduct a selective herbicide treatment program on their rights-of-way as part of an Integrated Vegetation Management (IVM) program on transmission and distribution lines.

The intended vegetation control program will be consistent with the guidelines set forth in National Grid's VMP and YOP. Herbicides will be selectively applied to target vegetation by licensed/certified applicators carrying backpack or hand held application equipment.

National Grid will only use herbicides recommended by MDAR for use in sensitive areas for their IVM program. Pursuant to 333 CMR 11.04, no herbicides will be sprayed within any designated "no spray sensitive sites." Instead, mechanical only methods will be used to control vegetation in these areas.

Public notification will be provided to each "affected" municipality at least twenty-one days prior to any herbicide application and in a newspaper notification at least 48 hours before the beginning of the spray season.

## COMMITTEE ON FINANCE

MEETING: Tuesday, December 4, 2018, 2018 at 6:00 p.m.  
Council Chamber, One Government Center

PRESENT: President Cliff Ponte, presiding;  
Councilors Shawn E. Cadime, Joseph D. Camara,  
Steven A. Camara, Pam Laliberte-Lebeau, Stephen R. Long,  
Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros

ABSENT: None

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator  
Mary Sahady, Director of Financial Services  
John Perry, Mgr. of Operations, Streets and Highways Division,  
Department of Community Maintenance  
Joseph I. Macy, Corporation Counsel  
Jasiel F. Correia II, Mayor  
Genoveva Andrade, Chief of Staff

The chair called the meeting to order at 6:00 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

In accordance with a resolution adopted, as amended May 8, 2012, allowing persons to address the Council for a period of three minutes prior to the beginning or at the conclusion of business in the Committee on Finance, the following persons spoke on the subjects listed:

Citizens' Input Time – Before Discussion of Financial Matters:  
None

2. Resolution – Discuss winter snow plowing  
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Derek R. Viveiros it was voted to lift the matter from the table, with Councilor Joseph D. Camara absent and not voting. Councilor Shawn E. Cadime asked the Manager of Operations how a small dusting of snow is handled differently from blizzard conditions. John Perry stated that in both cases they brine all the roadways prior to the storm to allow for a layer at the bottom that is not freezing. They then treat all the hills and the main roads with salt to allow the plows to function without the base being frozen. When three inches or more of snow are expected, that is when a parking ban is put into effect. He then stated that even when the storm is over, their job is not done. That is when they continue to clean up areas that need more attention. Councilor Shawn E. Cadime then asked if employees still received snow stipends. The Director of Financial Services stated that she distributed a listing of snow stipends that were budgeted for Fiscal Year 2018 and also a list of actual stipends paid

between January 1, 2018 and December 4, 2018. Councilor Shawn E. Cadime questioned why some stipends were higher than others. John Perry stated that the higher stipends are paid to employees that have a Commercial Driver's License and the lesser stipends are paid to the laborers who ride along with the plows and shovel in areas where needed. Councilor Shawn E. Cadime then questioned why the Chief of Staff received \$10,000 as a stipend and the Manager of Operations only received \$3,265. The Manager of Operations stated that the Chief of Staff worked during every storm and was available 24 hours a day during each storm. Councilor Shawn E. Cadime then stated that other individuals that were in the position of Chief of Staff performed the same duties as Mrs. Andrade and didn't receive stipends.

President Cliff Ponte questioned what the role of sector leader is during a snow storm. The Manager of Operations stated that the City is divided into seven sectors and each sector has a leader. The sector leaders will stay in contact with all the pieces that are working in their sector and make sure that all work is being performed correctly. They monitor the locations of each piece of apparatus by GPS and verify that the assigned work has been completed.

Councilor Pam Laliberte-Lebeau stated that there is no doubt that the Chief of Staff worked extremely hard and for many hours during snow storms. She then stated that the biggest problem she had is that it is three times larger than the stipend for the Manager of Operations, who is in charge of the entire snow removal process. Additionally, if the Councilor in seat #1 had not requested this information, we still would not know that the Chief of Staff received a \$10,000 stipend.

Councilor Stephen R. Long asked the Manager of Operations when vendor overcharging was identified. The Manager of Operations stated that it was not primarily overcharging, but that they were not being as productive as they should have been.

Vice-President Pam Laliberte-Lebeau took the podium at 6:35 p.m. to allow President Cliff Ponte to speak.

Councilor Steven A. Camara asked how the seven sectors are determined. The Manager of Operations stated that it is determined geographically. He stated some sectors look larger, but there are fewer residences and that makes plowing easier than the heavily congested areas, such as the Corky Row Section of the City. Councilor Steven A. Camara then asked who the sector leaders report to. The Manager of Operations stated they report directly to himself or his staff.

President Cliff Ponte stated that he believes that the Mayor has a very capable and competent Chief of Staff. The problem that he has is why wasn't the stipend for the Chief of Staff listed on any quarterly update and not disclosed to the City Council. The City Administrator stated that the stipend was not budgeted on the Fiscal Year 2019 budget, but she knew going into the snow plowing season that there were some abuses and inefficiencies. She also stated that new policies and procedures were put into effect regarding insurance certificates and the Chief of Staff was instrumental in reaching out to the vendors and making sure that the City had this information on file. President Cliff Ponte then stated that, "I understand that there were policy changes made, but I haven't found anything that would require a \$10,000 stipend." Genoveva Andrade, Chief of Staff stated that she went up and down every street in the city to make sure that they were plowed correctly. Mayor Jasiel F. Correia II then came to the table and requested that this matter be tabled to allow the Administration to collect more data. He then stated that this information was requested at 11:00 a.m. today and now you're asking about private conversations and are requesting all kinds of stuff, therefore "I am asking that someone make a motion to table this matter." On a motion made by Councilor Stephen R. Long and seconded by Councilor Steven A. Camara, it was voted 5 yeas, 3 nays to table the matter with Councilors Shawn E. Cadime, Pam Laliberte-Lebeau and Cliff Ponte voting in the negative and Councilor Joseph D. Camara absent and not voting.

President Cliff Ponte returned to the podium at 7:03 p.m.

Councilor Shawn E. Cadime stated that he will object to all matters that come before the City Council an hour before the meeting. Council President Cliff Ponte then stated that if we do not have adequate time, then we will not amend the agenda.

Councilor Joseph D. Camara arrived at 7:05 p.m.

3. Resolution – Corporation Counsel discuss claims and process for payments

Corporation Counsel Joseph I. Macy stated that in Fiscal Year 2017, he paid out almost \$95,000 in claims and of that \$29,808 was for pothole claims. In Fiscal Year 2018, he paid out almost \$94,000 in claims and of that approximately \$24,000 was for pothole claims. He went on to state that the pothole e claims are down slightly, but the total amount of claims is about the same. He also mentioned that he tries to settle pothole claims in April, as he has an idea of the amount of money available to pay pothole claims. He then stated that almost all the claims that are received by the City are legitimate claims, from well-meaning people who are not trying to take advantage of the City.

Councilor Pam Laliberte-Lebeau stated that it is important for people to know that claims are paid out once a year, so if claims are submitted in October or November they are not paid until the spring.

4. Resolution – Corporation Counsel discuss status of Open Meeting Law complaints

Corporation Counsel Joseph I. Macy stated that at this time there is only one pending Open Meeting Law complaint, which is regarding a meeting of the Tax Increment Financing Board. He also stated that there are no complaints pending against the City Council. He then mentioned that Open Meeting Law complaints are filed against various City Boards and Commissions.

Citizens' Input Time – After Discussion of Financial Matters:

None

On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted to adjourn at 7:23 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Snow Stipends – Exhibit A and Exhibit B

*Colleen A. Taylor*  
Clerk of Committees

# COMMITTEE ON FINANCE

MEETING: Tuesday, December 18, 2018, 2018 at 6:00 p.m.  
Council Chamber, One Government Center

PRESENT: President Cliff Ponte, presiding;  
Councilors Shawn E. Cadime, Joseph D. Camara,  
Steven A. Camara, Pam Laliberte-Lebeau, Stephen R. Long,  
Bradford L. Kilby, Leo O. Pelletier and Derek R. Viveiros

ABSENT: None

IN ATTENDANCE: Cathy Ann Viveiros, City Administrator  
Mary Sahady, Director of Financial Services  
John Perry, Director of Community Maintenance

The chair called the meeting to order at 6:00 p.m. and announced that the meeting may be recorded with audio or video and transmitted through any medium.

In accordance with a resolution adopted, as amended May 8, 2012, allowing persons to address the Council for a period of three minutes prior to the beginning or at the conclusion of business in the Committee on Finance, the following persons spoke on the subjects listed:

## Citizens' Input Time – Before Discussion of Financial Matters:

Trott Lee, 70 Orange Street – City Business  
Dawn Surette, 1984 Robeson Street – Recall Election  
Nelson Vasquez, 2000 Bay Street – Recall Election

*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was unanimously voted to waive the rules to allow the following non Fall River resident to speak.*

John Vasconcellos, 746 Old Warren Road, Swansea, MA – Mayor Correia  
Amy Blanchette, 724 Second Street – Recall Election

## 2. Resolution – Discuss winter snow plowing

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to lift the matter from the table. Councilor Shawn E. Cadime then requested information that would show the savings to the City, to warrant a \$10,000 stipend to the Chief of Staff. The Director of Financial Services stated that she prepared a graph showing the cost of snow removal per inch, which all Councilors have a copy of. Councilor Stephen R. Long stated that the Mayor did not need City Council approval to give a stipend to the Chief of Staff, as the money was available in the Mayor's Budget. The Director of Financial Services stated that was correct. Councilor Leo O. Pelletier stated that he feels the Mayor made a mistake with the amount of this stipend and went on to state that it was excessive.*

The City Administrator stated that the insurance certificates were a huge undertaking by the Chief of Staff. Councilor Stephen R. Long asked the City Administrator if she had the power to prevent the Mayor from issuing a stipend. The City Administrator stated that she does not.

Councilor Pam Laliberte-Lebeau stated that she feels that this graph was put together just to substantiate the stipend. She then stated that she would like to see the backup materials that were used to put together this graph. She then asked the Director of Community Maintenance how many plows are in each sector. The Director of Community Maintenance stated that usually begin with ten plows per sector and then determines if more are required, based on the severity of the storm. He also mentioned that plow drivers will change after a number of hours, so the plow driver that was plowing a certain section in hour two will be different from hour number seventeen.

Councilor Steven A. Camara stated that there is no doubt that the snow removal costs have decreased significantly since Ms. Andrade began working as Chief of Staff. He went on to state: "We have spent more than enough time on this issue." He also mentioned that this \$10,000 is a minuscule amount in a budget that is over a quarter of a billion dollars.

Councilor Shawn E. Cadime asked why the stipend of \$10,000 was paid to Ms. Andrade in two separate payments - \$5,000 paid on December 22, 2017 and \$5,000 paid on January 19, 2018, when all other employees receive snow stipends in the second pay period in April. The City Administrator stated that she did not know why the Chief of Staff received the \$10,000 snow stipend in two payments. She then stated that there are over 200 vendors that needed to provide insurance certificates and Ms. Andrade worked very hard to complete this task.

Council President Cliff Ponte then stated: "We are just beating this up and we should move on." Councilor Shawn E. Cadime stated that the Administration had stated that there would not be any more stipends given. He then read the job description of the Chief of Staff from the Fall River website.

Citizens' Input Time – After Discussion of Financial Matters:

None

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adjourn at 7:16 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Snow removal costs per inch – Graph

Snow removal costs – Fiscal Year ended June 30, 2018

*Cullen A. Taylor*  
Clerk of Committees

# REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, December 4, 2018 at 7:00 p.m.  
Council Chamber, One Government Center

PRESENT: President Cliff Ponte, presiding;  
Councilors Shawn E. Cadime, Joseph D. Camara, Steven A. Camara,  
Bradford L. Kilby, Pam Laliberte-Lebeau, Stephen R. Long,  
Leo O. Pelletier and Derek R. Viveiros

ABSENT: None

IN ATTENDANCE: None

President Cliff Ponte called the meeting to order at 7:24 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

## PRIORITY MATTERS

1. Mayor requesting confirmation of the appointment of John Perry as Director of Community Maintenance  
*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was unanimously voted to confirm the appointment.*
2. Mayor and loan order – \$750,000 Community Preservation Act Bio Reserve Project  
*A motion made by Councilor Stephen R. Long and seconded by Councilor Bradford L. Kilby to authorize the loan order to be published and referred to the Committee on Finance was objected to by Councilor Shawn E. Cadime and laid on the table until the next meeting in accordance with the City Charter.*
3. Mayor requesting confirmation of the appointment of Christine P. Blair-Cyr to the Urban Tree Commission  
*Councilor Steven A. Camara asked if Ms. Blair-Cyr was on any other boards or commissions. The City Clerk stated that she was not. Councilor Steven A. Camara then stated that he would like to see candidates with more expertise in the field that they are appointed to. He also stated that this candidate has an excellent educational background, however no experience regarding tree planting or maintenance. A motion made by Councilor Stephen R. Long and seconded by Councilor Leo O. Pelletier to confirm the appointment was objected to by Councilor Shawn E. Cadime and laid on the table until the next meeting in accordance with the City Charter.*

**PRIORITY COMMUNICATIONS**

4. Traffic Commission recommending amendments to the traffic ordinances  
*Councilor Steven A. Camara requested that copies of all recommendations be provided in the agenda packets. A motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long to refer the amendments to the Committee on Ordinances and Legislation was objected to by Councilor Shawn E. Cadime and laid on the table until the next meeting in accordance with the City Charter.*

**COMMITTEE REPORTS** – None**ORDINANCES** – None**RESOLUTIONS**

5. Administration declare reprieve of the PAYT program for one week from  
 December 26, 2018 to January 2, 2019  
*A motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long to adopt the resolution was objected to by Councilor Shawn E. Cadime and laid on the table until the next meeting in accordance with the City Charter.*

**CITATIONS** – None**ORDERS – HEARINGS** – None**ORDERS – MISCELLANEOUS**

6. Police Chief's report on licenses:  
2018 Taxicab Driver:  
 Diamond Jackson-Mesidor

2019 Taxicab Driver:  
 Diamond Jackson-Mesidor  
*A motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long to adopt the order was objected to by Councilor Shawn E. Cadime and laid on the table until the next meeting in accordance with the City Charter.*

**COMMUNICATIONS – INVITATIONS – PETITIONS**

7. Claims  
*A motion made by Councilor Stephen R. Long and seconded by Councilor Pam Laliberte-Lebeau to refer the claims to Corporation Counsel was objected to by Councilor Shawn E. Cadime and laid on the table until the next meeting in accordance with the City Charter.*

8. Communication from city resident regarding recycling at condominiums  
*A motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier to refer the communication to the Committee on Health and Environmental Affairs was objected to by Councilor Shawn E. Cadime and laid on the table until the next meeting in accordance with the City Charter.*

**BULLETINS – NEWSLETTERS – NOTICES** – None

**ITEMS FILED AFTER THE AGENDA WAS PREPARED:**  
**CITY COUNCIL MEETING DATE: DECEMBER 4, 2018**

**OTHER POTENTIAL MATTERS (to be acted upon if recommendation is received)**

**Committee on Real Estate recommendation(s):**

4a. Order re: gift of 80-84 North Main Street

Communication from Mayor requesting parking facilities controlled by the Fall River Redevelopment Authority be transferred back to the City

Councilor Leo O. Pelletier stated that this is the second time the item has been before the City Council and he still feels that it is way too much money for the taxpayers to take this building over. The building needs boilers, asbestos removal, new roof and many other items. The City would have to keep it for three years and the elevators don't work; it is not handicapped accessible. Councilor Steven A. Camara then stated that he voted no to recommend that the item be granted leave to withdraw, because he feels that it is an opportunity to make sure that a very important historical structure in the city remains in the City's hands. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier, it was voted 8 yeas, 1 nay that the order be granted leave to withdraw, with Councilor Steven A. Camara voting in the negative. Councilor Shawn E. Cadime then objected, but was informed by the City Clerk that the matter had been before the City Council previously and an objection was not appropriate.

The Council President called for a recess at 7:39 p.m. and the City Council reconvened at 7:40 p.m.

**PRIORITY MATTERS**

3a. Mayor requesting re-approval of TIF for Millstone Medical Outsourcing LLC

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the agreement.

Approved; December 5, 2018, Mayor Jasiel F. Correia II

On a motion made by Councilor Steven A. Camara and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adjourn at 7:42 p.m.

**List of documents and other exhibits used during the meeting:**

Agenda packet (attached)

DVD of meeting

A true copy. Attest:



City Clerk

## REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, December 18, 2018 at 7:00 p.m.  
Council Chamber, One Government Center

PRESENT: President Cliff Ponte, presiding;  
Councilors Shawn E. Cadime, Joseph D. Camara, Steven A. Camara,  
Bradford L. Kilby, Pam Laliberte-Lebeau, Stephen R. Long,  
Leo O. Pelletier and Derek R. Viveiros

ABSENT: None

IN ATTENDANCE: None

President Cliff Ponte called the meeting to order at 7:16 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

### PRIORITY MATTERS

1. Mayor and loan order – \$750,000 Community Preservation Act Bio Reserve Project  
*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Stephen R. Long, it was unanimously voted that the loan order be authorized to be published and referred to the Committee on Finance.*
2. Mayor requesting confirmation of the appointment of Christine P. Blair-Cyr to the  
Urban Tree Commission  
*Councilor Steven A. Camara stated that although Ms. Blair-Cyr has an impressive resume, it does not indicate that she has any expertise with trees. On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Leo O. Pelletier to confirm the appointment, it was voted 6 yeas, 3 nays with Councilors Shawn E. Cadime, Steven A. Camara and Cliff Ponte voting in the negative.*
3. Mayor and resolution approving Economic Development Incentive Program (EDIP) for  
Millstone Medical Outsourcing LLC  
*On a motion made by Councilor Steven A. Camara and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt the resolution.*  
*Approved, December 19, 2018, Mayor Jasiel F. Correia II*
4. Certificate from Assistant City Clerk regarding petitions for recall of Mayor Jasiel F. Correia II  
*Councilor Leo O. Pelletier stated that he believes that the City Council is doing the right thing. Council President Cliff Ponte stated that the purpose of tonight's meeting is to accept the certificate and to notify the Mayor. He also stated that tonight's meeting is not to schedule a Special Election. Councilor Leo O. Pelletier then asked if the Mayor decides to take the matter to Court, what happens then. Council President Cliff Ponte stated that is a legal question. Councilor Leo O.*

Pelletier then asked, can we waive the rules to request Corporation Council answer questions. Councilor Steven A. Camara then made a motion to waive the rules to allow Corporation Counsel to answer questions. Council President Cliff Ponte called for a two minute recess at 7:24 p.m. to review documents that were hand delivered to the City Council by William Golden, Esquire. The City Council reconvened at 7:29 p.m. Councilor Shawn E. Cadime stated that this is the second time that the Mayor has disrupted a City Council Meeting. He also stated, we were handed a communication from the Mayor's Attorney stating that we should not take a vote on this matter. Councilor Steven R. Long stated, to say that I'm frustrated is an understatement. He then stated that we need to do our duty as City Councilors. Councilor Joseph D. Camara stated that we need to vote on this matter and do what we believe is right. Councilor Steven A. Camara made a motion to waive the rules to allow Corporation Counsel to answer questions, but received no second. He then stated that he would like to have a discussion with Corporation Counsel, but if there is no appetite for that then we will need to move forward. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was voted 9 yeas to accept the certificate and notify the Mayor that he has five days to resign. The five days will expire on December 26, 2018.

### **PRIORITY COMMUNICATIONS**

5. Traffic Comm. recommending amendments to the traffic ordinances  
On a motion made by Councilor Stephen R. Long and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.

6. Traffic Comm. recommending an amendment to the traffic ordinances  
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.

### **COMMITTEE REPORTS** – None

### **ORDINANCES**

7. Proposed Ordinance – Stop intersections on Highland Avenue and Maple Street  
On a motion made by Councilor Steven A. Camara and seconded by Councilor Shawn E. Cadime, it was unanimously voted to refer the matter to the Committee on Ordinances and Legislation.

### **RESOLUTIONS**

8. Administration declare reprieve of the PAYT program for one week from  
December 26, 2018 to January 2, 2019  
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the resolution.  
Approved, December 19, 2018, Mayor Jasiel F. Correia II

### **CITATIONS**

9. Keith Paquette – Years of service on the Fall River Planning Board  
On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to adopt the citation.

### **ORDERS – HEARINGS** – None

### **ORDERS – MISCELLANEOUS**

10. Police Chief's reports on licenses:  
a. 2018 Taxicab Driver:  
Diamond Jackson-Mesidor

2019 Taxicab Driver:  
Diamond Jackson-Mesidor

b. 2018 Taxicab Driver:  
Eddie Parson

2019 Taxicab Drivers:

Sharon Acevedo	Joseph Anthony Andre	Ashraf Kamal Antar
Brian Araluce	Edward Arruda	Darrelle Carlsen
Jeffrey Carreiro	Robert Carroll	Gerald Costa
April Crotteau	Michael Diniz	Carlton Ducharme
Tiffany Evans	Philip James Fay	Sharon Fernandes
Brian Ferreira	James Soares Gouveia Jr.	Peter Hadad
Frederick Humes Jr.	Paul Laberge	Kathleen Lamothe
Louis Levesque	Jeff Middletow	Eddie Parson
Todd Quintal	Dale Rancourt	Mikael Raposa
Ricardo Raposa	George Robidoux	Jeremiah Soares
Delores Socall	Richard Souza	Matthew Stets
Stephen Stets	Rebecca Walkden	Dorothy Ward

2019 Private Livery Vehicle  
Fall River Taxi – Toyota Prius

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Leo O. Pelletier, it was unanimously voted to adopt items #10a and 10b.*

11. City Engineer prepare plans for the acceptance of Brookside Street extending from Highland Avenue to a dead end

*Councilor Pam Laliberte-Lebeau stated that she has been working on this matter and would like to thank the Director of Community Maintenance for filling the severe potholes on this street. She went on to state that one of the residents of Brookside Street had just received a lung transplant and needed to have constant care and Mr. Perry had the pot holes filled to allow the health care professionals to have access to the residence. On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the matter to the Planning Board.*

12. Auto Body Shop License Renewal:

Joseph Silva d/b/a Supreme Auto located at 421 Third Street

*On a motion made by Councilor Stephen R. Long and seconded by Councilor Shawn E. Cadime, it was unanimously voted to adopt the order.*

*Approved, December 19, 2018, Mayor Jasiel F. Correia II*

13. Auto Repair Shop License Renewal:

Igor Zinovyev, Boston Auto Fair, LLC located at 2147 Pleasant Street

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to adopt the order.*

*Approved, December 19, 2018, Mayor Jasiel F. Correia II*

COMMUNICATIONS – INVITATIONS – PETITIONS

14. Claims

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the claims to Corporation Counsel.*

15. Claims

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the claims to Corporation Counsel.*

16. Communication from city resident regarding recycling at condominiums

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to refer the communication to the Committee on Ordinances and Legislation.*

17. Open Meeting Law Complaint from Collin Dias re: December 4, 2018 City Council Meeting

*On a motion made by Councilor Stephen R. Long and seconded by Councilor Shawn E. Cadime, it was unanimously voted to refer the complaint to Corporation Counsel.*

18. Street opening request from City Engineer for pavement less than five years old at 471 Center Street

*On a motion made by Councilor Leo O. Pelletier and seconded by Councilor Shawn E. Cadime, it was unanimously voted to refer the request to the Committee on Public Works and Transportation.*

19. Communication from city resident regarding sale of property classified under Chapter 61B

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Bradford L. Kilby, it was unanimously voted to refer the request to the Committee on Real Estate.*

20. Pavement Management System Manual from Engineering Division

*On a motion made by Councilor Stephen R. Long and seconded by Councilor Leo O. Pelletier, it was unanimously voted to refer the request to the Committee on Public Works and Transportation.*

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to take items #21 through #24 together.*

City Council Meeting Minutes:

21. Public Hearings – November 27, 2018

22. Committee on Finance – November 27, 2018

23. Regular Meeting of the City Council – November 6, 2018

24. Regular Meeting of the City Council – November 27, 2018

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted to approve the minutes.*

**BULLETINS – NEWSLETTERS – NOTICES**

25. Department of Public Utilities regarding increase in electric base distribution rates

*On a motion made by Councilor Shawn E. Cadime and seconded by Councilor Stephen R. Long, it was unanimously voted that the notice be accepted and placed on file.*

*On a motion made by Councilor Bradford L. Kilby and seconded by Councilor Steven A. Camara, it was unanimously voted to adjourn at 7:55 p.m.*

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

DVD of meeting

Communication from Baker, Braverman & Barbadoro, P.C.

A true copy. Attest:

*Alison M Bouchard*

City Clerk